CENTIMETERS



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Thomas a Edison Papers

A SELECTIVE MICROFILM EDITION PART V (1911–1919)

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Thomas A. Edison Papers at Rutgers, The State University of New Jersey endorsed by National Historical Publications and Records Commission 18 June 1981

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The original documents in this edition are from the archives at the Edison National Historic Site at West Orange, New Jersey.

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LEGAL SERIES

Harry F. Miller File

Richard W. Kellow File

Legal Series

This series consists of agreements, assignments, licenses, deeds, mortages, and other legal documents, along with related correspondence and financial records that were collected or created for legal purposes. The files were maintained by Edison's personal secretaries, Harry F. Miller and Richard W. Kellow, as well as by Edison's brother-in-law, John V. Miller (no relation to Harry F. Miller), who assumed Kellow's role after 1921.

Harry F. Miller File. Harry Frederick Miller began his association with disnin 1888 as an assistant in the office of John F. Randolph, Edison's personal business secretary. He succeeded Randolph as secretary in 1908. Miller also served as treasurer of Thomas A. Edison, Inc., and as an official in several other Edison companies.

The documents in the Miller File are arranged in three groups that parallel the arrangement of the archival record group at the Edison National Historic Site. The majority of documents in the first two groups relate to the chemical plants that Edison set up at the beginning of World War I. On the other hand, the items in Group 3, which constitutes the bulk of the Miller File, are primarily from the nineteenth and early twentieth century. Selections from the years prior to 1911 have been published in previous parts of the microfilm and dicital editions of the Thomas A. Edison Papers.

The documents in Group 3 were originally filed in a series of 181 numbered envelopes. These envelopes and their contents lacked consistent chronological or topical organization. Although the arrangement of folders in the archival record group at the Edison National Historic Site parallels the original envelope system, the documents selected for publication have been rearranged in chronological order.

Richard W. Kellow File. Richard Wesley Kellow began has association with Edison in 1916 as assistant secretary in the Secretarial Service Department of Thomas A. Edison, Personal. He succeeded Miller as secretary in 1917 and remained in that position until 1921.

The bulk of the material in the Kellow File dates from the period that he served as secretary, aithough there are earlier documents that were probably collected by Kellow in relation to later matters, along with items from after

1921 that were most likely added to the file by John V. Miller. Selections from the years prior to 1911 have been published in previous parts of the microfilm and digital editions of the *Thomas A. Edison Papers*.

The documents in the Kellow File were originally filed in a series of employes numbered from 1 through 259. Each envelope generally contained several documents pertaining to a particular individual, business interest, business relationship, or transaction. A few envelopes are missing from the sequence. The arrangement of folders in the arrichlar lecord group at the Edison National Historic Site parallels the original envelope system. However, the folders selected for publication have been rearranged in chronological order according to the earliest document in each folder.

There is some overlap between the documents in the Miller and Kellow files. For example, items pertaining to the sale of Edison's interest in the Lansden Co., a manufacturer of electric delivery wagons, can be found in both collections. In addition, there are legal documents and correspondence in the Edison General File, closely related to the material in the Miller and Kellow files, which may at one time have been in those files.

Legal Series Records Not Selected

Legal Department Records

These records consist of correspondence, patent interference files, ligation case files, and other legal material. Established in 1904, the Legal Dept. dealt primarily with patent concerns, including applications, interferences, and infringement litigation, but it also handled a variety of other legal matters, such as real estate transactions, copyright and trademark cases, and the execution of agreements, assignments, and licenses. Edison's personal attorney, Frank L. Dyer, served as general coursel of the Legal Dept. until his resignation in 1912. Dyer's assistant, Delos Holden, succeeded him as head of the department and served until his retirement in 1921. Holden was succeeded by Henry Lanahan. Both Holden and Lanahan were assisted by William A. Hardy, who had worked as an assistant examiner with the U.S. Patent Office before joining the Legal Dept.

Selected items from this record group, primarily covering the years prior to 1911, were published in *Thomas A. Edison Papers: A Selective Microfilm Edition, Part IV.* Selections for the period 1911-1931 will be published in TAEP Part VI.

Assignments of Motion Picture Rights, 1909-1927

These documents, unprocessed as of April 2007, consist of agreements assigning the motion picture rights to short stories, plays, and other works. Each agreement is signed by an author or publisher holding copyright and by a representative of the Edison Manufacturing Co. or Thomas A. Edison, Inc. (TAE Inc.) Purchase prices range from \$10 to \$500. Included are agreements involving authors Mary Shipman Andrews, Bessie V. Bannon, Ralph Henry Barbour, Rex Beach, Richard Harding Davis, O. Henry, and Mark Swan, Many of the rights were subsequently reassigned by TAE Inc. to Robert L. Giffen who purchased Edison's motion picture business in 1919. Some were reassigned to George Kleine, one of the founders of the Kalem Co., who formed a producing and distributing company known as the Kleine-Edison Feature Film Service in 1915.

LEGAL SERIES HARRY F. MILLER FILE

Legal Series Harry F. Miller File

The Harry F. Miller File contains contracts, financial material, correspondence, interoffice communications, and other legal and business records that were maintained by Miller in his capacities as Edison's personal business secretary (1908-1917) and as an official in several Edison companies. The dated items cover the years 1911-1923. There are also a few undated ledger sheets that are probably from the early 1900s. Most of the documents for the period 1917-1923 were handled by Miller's assistant, Richard W. Kellow, who succeeded him as secretary of Thomas A. Edison, Personal.

The documents are arranged in three groups that parallel the arrangement of the archival record group at the Edison National Historic Site. An item level finding aid for the record group is available. Related material can be found in the Richard W. Kellow File (Legal Series) and in the Edison General File Series.

Group 1

Benzol Plant Correspondence (1915)

Group 2:

Ledger Sheets (ca. 1907) Allis-Chalmers Case Settlement (1911) Financial Material (1913-1914) Chemical Correspondence and Contracts (1915-1919)

Group 3:

Legal and Personal Business Records (1911-1923)

Legal Series Harry F. Miller File Records Not Selected

Group 1

Meadowcroft Memoranda (1919-1924). Seven folders of routine interoffice communications to Miller from Edison's personal assistant, William H. Meadowcroft. The documents, which were originally stored together in a black binder, deal with mundane financial matters such as U.S. money orders, stamps, and currency.

Letterbook, (1907-1916). Selections from this letterbook appear in Thomas A. Edison Papers: A Selective Microfilm Edition, Part IV.

Group 2

In addition to the unselected items characterized in the editorial descriptions for the four selected folders, unselected documents include production and shipment records for paraphenylenediamline, 1916; building permits and applications for new structures at Silver Lake, New Jersey, 1916; documents relating to the formation of Canadian Edison Phonographs, Ltd., 1920; routine monthly statements for a rarely-used Edison account at the First National Bank in West Orange, 1920-1925; receipts to Mina Miller Edison for mortgage payments on property owned by her on 10 Fifth Avenue in New York City, 1920-1925; and fur storage receipts for Mina Edison, 1928-1929, issued to her brother John V. Miller.

Legal Series -- Harry F. Miller File Group 1: Benzol Plant Correspondence (1915)

This folder, which covers the period January-April 1915, contains correspondence relating to the construction of plants to reclaim benzol from coal gases at the works of the Cambria Steel Co. In Johnstown, Pennsylvania; Woodward Iron Co. in Woodward, Alabama; and Dominion Iron & Steel Co. in Sydney, Nova Scotla. Most of the Items are routine orders for parts and materials, handled by Edgar S. Opdyke, purchasing agent for the Edison Portland Cement Co. and manager of several of Edison's chemical plants at Silver Lake, New Jersey. Other correspondents include Harry F. Miller, who received copies of the orders from Opdyke for approval. Some of the items bear brief marginal notations by Edison.

Approximately 15 percent of the documents have been selected. The unselected material consists of routine orders, shipping records, and correspondence pertaining to orders for the Edison Portland Cement Co.

Form 47-

Thomas a Edison

The Edison Portland Cement Co.

THOMAS A. HOISON, Chairman of Board W. S. MALLORY, President J. LINTON THOMPSON, Vice-President H. P. MILLER, Treasurer Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.

R.O. ADDRESS, STEWARTSVILLE, N. J.

PHILADRIPHIA, PA, Arcade Building NEW YORK, N. Y., St. James Building NEWARK, N. J., DOSTON, MASS., Post Office Square: January 30, 1915. ms

Mr. H. F. Miller,

Edison Laboratory,

Orange, N.J.

Dear Sir:-

We attach hereto carbon copy of our letter to Jacob Wilcon Estate, under date of the 29th inst., from which you will note that we have cancelled our previous instructions to increase their order to 58 castings; the order is to remain as originally given, i.e. 42.

We also attach carbon copies of our letter orders to the Kuebler Foundries, under dates of January 22nd and 28th, which when you confirm, we appreciate your mailing us copy for our files and future reference. This material is all chargeable to the Benzol Plant. We have omitted the price per pound for the castings as this has not been definitely settled on account of some extra labor which will be involved for working overtime and changing Auterns in order to make rush deliveries.

Yours very truly,

THE EDISON PORTLAND CEMENT COMPANY,

Purchastag Agent.

100

[ATTACHMENT/ENCLOSURE]

13

7 mille

January 22, 1915.

Ruebler Foundries,

Easton, Pa.

Gentlemen:-

Onfirming verbal order given you today by the writer, you will please enter the following order in the name and for the account of Thomas A. Edison, Grange, H. J., who will later mail you his regular confirmation order. Shipment of the material to be made to us here at New Village, N. J., you example, unless otherwise advised, it can't the castings to the Phillippour D. J. vy Preight Depot, so that we man receive here the day of shipment:

fon (10) Cast Iron stundard sections of Tower column Steel, in accordance with patterns which will be delivered to you by way of express Monday or Inserting of nox week, or which shipment will see made from Orange, N. J.

This order is placed with you with the distinct understand that you will furnish one casting daily or two daily, if in any way possible to do so, shipment at this rate to begin within a day or two after your receipt of the pattern, or in other words, just as quickly as it is possible for you to prepare the clasps and nocessary conjument.

Price for clean rough castings to be

[ATTACHMENT/ENCLOSURE]

f per pound delivored f.c.b. cars your works, or if necessary to cart them, the minimum charge for carting to be allowed.

Yours very truly,
EDISON PORTLAND CERRET CO.

Purchasing Agent.

ESO-RBS

Shomas a Edison

The Edison Portland Cement Co.

Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.

r.o. address, STEWARTSVILLE, N. J. February 1, 1915. ms

Mr. H. F. Miller,

Edison Laboratory,

Orange, N.J.

Dear Sir : -

We attach hereto carbon copies of our letter . orders for material for the Benzol Plant. When you confirm kindly furnish us with copy of your order for our future reference.

The Ashton Valve Company, January 30th.

Verane & Co., January 30th.

Vacan Jr. Company, January 30th.

January 30th.

January 30th.

January 30th.

January 30th.

THE EDISON PORTLAND CEMEUS COMPANY.

Enclos. 3

[ATTACHMENT/ENCLOSURE]

- -

January 30, 1915.

Crane & Co.,

Mechanic Street,

Newark, N.J.

Gentlemen:-

Please enter the following order in the name an for the account of Thomas A. Edison, Orange, N.J., who will later mail you his regular confirmation order. Do not hold up shipment awaiting confirmation.

Consign material tongs, via freight, to New Village,
H.J., NEW delivery. In the event that you cannot make immediate
shipment of this material from your Newark or New York stock, please
immediately wire us at our expense as it may be necessary for us
to get the fittings somewhere else locally.

Bighty (80) 4" Cast Iron Pipe Plugs

Thomas A. Ediron, you will please mail it to us here at Stewartsville, N.J., as well as the bill of lading ocvering the shipment. Yours very truly,

YTHE EDISON PORTLAND CEMENT COMPANY,

Cys to Mr. H.F.Miller, Mr. John Bacon, Jr.

Purchasing Agent.

Alhamas Q Edison Edison Portland Chament Co.

February 5, 1915, ms

Mr. H. F. Mailler, Edison Laborator

Orange, M.J.

Dear Sir :-

We attach herewith the following carbon copies of our letter orders placed for the account of Thomas A. Edison, which you will kindly confirm, forwarding us carbon copy of your confirmation for our records. All of the orders have been placed for the Benzol Flant, with the exception of the one to the Kuebler Foundry Co., which is placed for the Keystone Plaster Company's 5' x 4' roll set.

Kuebler Foundry Company, February 1st, Crane Company, February 4th. Mr.C.R.Dean, General Electric Co., Feb. 4th. /Warren Foundry & Machine Co., Feb. 4th. New Jersey Wire Cloth Co., Feb. 4th.

Yours very truly.

THE EDISON PORTLAND CEMENT OF ANY.

Enclos. 5

THE EDISON CRUSHING ROLL CO. ROCK CRUSHERS PAL OFFICE, EDISON LABORATORY, GRANGE, N.J.

N /

WORKS OFFICE, STEWARTSVILLE, N.J.

Mr. H. F. Miller, Sec'y.,

Edison Laboratory, Orange, F. J. Feb. 12, 19159 Co.

Dear Sir:-

We attach herewith carbon copies of our letter orders placed with the American Steel Foundries, Lehigh Car, Wheel & Axle Works and Wm. Sellers & Co. for the account of Thomas A. Edison, for material to be used on the 5 x 4 ft. rolls for the Keystone Plaster Co., and request that you issue your regular confirmation, forward-

We also attach carbon copy of our letter order placed for the account of Thomas A. Edison with the G. M. Davis Regulator Co., covering the material for Benzol plant, covering which we request that you issue your regular confirmation.

Yours very truly,

ing us, as in the past, carbon copy.

[ATTACHMENT/ENCLOSURE]

Mary Bland

Feb. 10, 1915

G. R. Davis Regulator Co., 123 Liberty St.,

New York City.

Gentlomen:-

You will please enter the following order

in the man for the account of Thomas A. Tison, Orango, H.J.,
who will later mail you his regular confirmation order.
Shipmont of the material to be made to Thomas A. Mison,
o/o Cambria weel for probation, ra., via corresp. Do
not hold up supposed the property of the confirmation order.
Although the material will be billed

in the name of Thomas A. Riison, you will please acronge

to forward the invoice, as well as express receipt, to us at Stewartsville, F. J.:-

1 - 2° screwed Davis #1 Pressure Regulator or Reducing Valve, to operate on <u>water</u> at an initial pressure of 20 to 50 lbs. and a delivery pressure of 15 to 20 lbs.

Price \$30.00 net, less 40%, f.c.b.

care chipping point, with freight allowed.

This confirms telephone order to your

office yesteriay and we understand that you will wire direct to your factory for immediate shipment.

Yours very truly,

BBO/WSC

THE MAISON PORTLAND CHERRY CO.,

Form 47-J



The Edison Portland Cement Co.

W. S. MALLORY, President J. Linton Thompson, Vice-Pre H. P. Miller, Treasurer Ww. H. Horne, Secy & Amt. 7 Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J. P. O. ADDRESS, STEWARTSVILLE, N. J.

Naw York, N. Y. St. James Bailding Nawark, N. I., St. James Bailding, N. Y. St. James Bailding, N. Y. Boston, Mass., Post Office Square Bb

Mr. H. F. Miller,

Edison Laboratory,

Orange, N.J.

Dear Sir:-

We attach herewith the following carbon copies of our letter orders covering materials placed for your account for the Dominion Iron & Steel Co., Ltd.,

Rihoard J. Lippey, Feb. 24th. Jacob Wilson Estate, Feb. 24th. Warren Fdy & Machine Co. Lukens Iron & Steel Co., Feb. 24th,

Yours very truly,

THE EDISON RORTLAND CRIEFT COMPANY.

Who was hard for the sale of t

POPIE 4)-A

Thomas a Edison

The Edison Portland Cement Co.

CHOMAS A. EDISON, Chairman of Board W. S. MALLONY, President J. LINTON THOMPSON, Vice-President M. P. MILLON, Treasurer Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.

P. O. ADDRESS, STEWARTSVILLE, N. J.

R. O. ADDRESS, STEWARTSVILLE, N. J.

R. O. ADDRESS, STEWARTSVILLE, N. J.

Reb. 25, 1915

Mr. H. F. Miller,

Edison Laboratory,

Orange, N. J.

Dear Sir:-

We attach herewith copy of our letter order under date of the 25th inst. to Joseph T. Ryerson & Son, covering material placed for your account for the Canadian Benzol plant. As usual, youwill please issue your confirmation order, mailing us copy for future references.

Yours very truly,

THE EDISON PORTLAND CEMENT CO.,

Burchasing Agent.

ESO/WEC Encls:-2

10

[ATTACHMENT/ENCLOSURE]

T. Ryerson & Son. 30 Church Street.

Peb. 25, 1915

New York City.

Gentlemen:-

You will please enter the following order in the name and for the account of Thomas A. Milison. Orange, N. J., who will later mail you his regular confirmation order. However, do not hold up shipment awaiting this confirmation order, which will be a few days in reaching you.

. Shipping Instructions:- Edison Fortland J., via freight, D. L. & W. Coment Co., New Village. delivery.

In acknowledging receipt of this order advice base price at which the steel will be furnished, f.o.b. cars shipping point.

```
1/4" x 2 1/2" x 2 1/2" x 20" Angle Steel
3/16" x 48" x 57" Tank Steel
1 longth
              4" x 22" x 22" Tank Steel
1 length 1/4" x 1 1/2" x 1 1/2" x 12' Angle Steel
```

This order is placed with you with the understanding that you will arrange to make shipment of this material from your Boonton or Jersey City stock tomorrow morning, forwarding it via D. J. & w. Railroad.

[ATTACHMENT/ENCLOSURE]

Mr. J.T.R.&Son.

Raturally, you will not have the tank steel of the exact size above specified, but you may furnish us with your stock sizes furnishing them in dimensions so that the above plates can be out with the minimum unsumt of maste.

In regards to the angle steel, only the nearest lengths you have in stock longer than the sizes above specified.

Yours very truly,

THE EQUISON PORTLAND GREENT CO.,

Purchaging Agent.

non hair

Form 47-A

Thomas a Edison

The Edison Portland Cement Co.

THOMAS A. ROSSON, Chairman or hoard W. S. MALLORY, President J. Linton Thompson, Vice-President M. P. Miller, Treasurer Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.
P. Q. ADDRESS, STEWARTSVILLE, N. 1.

J- PUILADRIPHIA, PA., Areade Building NEW YORK, N. Y., St. James Building NEWARK, N. J., St. James Bidg., N. Y BOSTON, MASS., Post Office Square Eb

March 24, 1915.

.

Mr. H. F. Miller,

Edison Laboratory, Orange, N. J.

Dear Sir: -

We attach herewith the following

carbon copies of our letter orders covering material placed for the account of Thomas A. Edison for the Johnstown and Birmingham Benzel plants. As usual, you will please issue your regular confirmations, forwarding us copy here for our future references:

BIRMINGHAM Plant:-

March 20th - D. W. Davis Regulator Co.

th - B. W. Havis Regulator Co.

- Walworth Manfg. Co.

- Lukens Iron & Steel Co.

- Warren Foundry & Mach. Co.

- Ingersoll-Rend Co.

- Kuebler Foundries Co.

- Jacob Wilson Estate

- The Crane Co.

JOHNSTOWN New Plant:-

March 20th - Warren Foundry & Mach. Co. - Kuebler Foundries Co. - Jacob Wilson Estate

The Crane Company

Yours very truly.

Edison Portland Cement Co.

ESO-RBS ENCLOSURE:- 3869

CAMBRIA STEEL COMPANY

E.W. CLARKE	ENGINEERING
CHIEF ENGIN	JOHNSTOWN, PARTI 3, 1915,
) I warren
Mr.	W. H. Mason,
CI	ty.
De	ar Sir:-
	We can quote you delivery of two weeks or better, and
pr	ice of 3-1/2 cents per pound for the following material. The
we	ights are estimated -
	Cooler tanks
	Seal tank

as follows: -

The price for the brass one inch spray nozzles will be

40-1" spray nozzles at \$3.00 each - \$120.00

EWC/a.

Wellow Continuous Continu

April 3, 1915.

Cambria Steel Co.,

Johnstown, Pa.

Gentlemen:-

Replying to your quotation of April 3rd by Er. 3. W. Clarke, Chief Engineer, of 3-1/2 cente per pound for -

Cooler tanks	27,800#
Separator	10.535#
Separator	
	7.160#
30" piping	700#
One cast iron manifold	208#
One manhole frame	450#
One mannore	10.0514
Estimated weight, about	47,753#

and forty one inch array bozz cs at \$3.00 a piece, we accept your quotation and wish you would go ahead with this work at once, ahipping to Woodward from Company, Woodward, Alabama. Confirmation of this will be forwarded from our Orange, Office.

Very truly yours,

THOMAS A. EDISON.

Legal Series -- Harry F. Miller File Group 2: Ledger Sheets (ca. 1907)

These ledger sheets summarize Edison's personal finances in several groups of the the state of the third of t

All of the documents have been selected.

General Ledger

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Legal Series -- Harry F. Miller File Group 2: Allis-Chalmers Case Settlement (1911)

This folder contains agreements and correspondence relating to the tember of a 1909 royalty dispute between Edison, the Allis-Chalmers Co., and other companies using Edison's crushing roll technology, the patents on which had recently been upheld by the courts. Included are the main agreement of November 29, 1911, along with supplementary agreements (exhibits) specifying the new terms under which royalties were to be paid and accounted. The companies involved include Casparis Stone Co., Church Quarry Co., Dunbar Stone Co., Empire Limestone Co., and Kelley Island Lime & Transport Co. Other individuals involved include Louis Hicks, counsel for Edison, and Walter S. Mallony, vice president of the Edison Crushing Roll Co., who witnessed most of the agreements.

Approximately 80 percent of the documents have been selected. The unselected material includes court-issued mandates, decrees, and stipulations pertaining to the withdrawal of appeals and the vacating of certain previous decisions.

Other documents relating to this case can be found in E-11-59 (Legal-Litigation) in the Edison General File Series and in Edison v. Allis-Chalmers Co. et al. (Thomas A. Edison Papers Digital Edition, QX001).

Original Contracts

A. Contracts on termination of suit between Thomas L. Ralson, complainant, and Allis-chalmers Co. et al, defendants, wherein Letters Patent No. 672, 616 for Method of Breaking Rock and No. 672, 617 for Apparatus for Breaking Rock were sustained, as follows;

 Contract, dated Nov. 29, 1911 between Thomas A. Edison and Allis-chalmers Go., stating general terms of agreement, to which are annexed;

 Exhibit A, being contract dated Nov. 29, 1911 between Thomas A. Edison and Dunbar Stone Co., granting 11-

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- 2. Exhibit B, being contract dated Nov. 29, 1911, between Thomas A, Edison and Empire Limestone Co., granting lineage.
- Exhibit C, being contract, dated Nov. 29, 1911, between Thomas A, Edison and Alla-Chalmers Co., setting forth terms on which Alla-chalmers Co. is to manufacture Edison dant Rolls for Mr. Edison and his future licensess.

II. contract, dated Nov. 29, 1911, between rhomas A. gdison and number Stone Co. to providing that agreement of Alls-Chalmers Co. to pay royalty shall be taken as payment of royalty payable under Endbott A, supra-

III. Contract, dated Nov. 29, 1911, between Thomas A. Edison and Repire Limestone Co., providing that agreement of Allis-Chalmers Co. to pay royalty shall be taken as payment of royalty payable undor Eachbit B, supra.

IV. gontract, dated Nor 18 1911, between Thomas A. Edison and Church Quarry Co., consenting to making of Exhibit A, supra-

V. Contract, dated Nov. 22, 1911, between Thomas A. Edison and Kelley Island Lime & Transport Co., consenting to making of Exhibit B, supra-

- B. Copies of stipulation, decrees and injunction of Court, made, entered and issued, upon termination of said suit, as follows;
- I. Stipulation and decree of U. S. Circuit Court of Appeals dismissing appeal.
 - II. Mandate of U. S. Circuit Court of Appeals.
 - III. Deoree of U. S. Circuit Court entered on said Mandate.
- . IV. Stipulation and decree of U. S. Circuit Court dismiss appeal, cancelling bond and vacating order for monthly reports.
 - V. Stipulation and final decree for injunction.

NOTE: Service of injunction on The Casparis Stone Co. was made by registered mail and by serving copy on Edwards, Sager & Wooster, solicitors for defendants.

Dated Dec. 21, 1911.

LOUIS HICKS, Counsellor-at-law, 71 Massau Street, New York, N. Y. THIS AGREEMENT MADE AND ENTERED INTO THIS 20 day of chirty. A.D. 1911 between THOMAS A. EDISON of West Orange, New Jersey, party of the first part, and ALLISCHMARRS COMPANY, a corporation organized and existing under the laws of New Jersey, with General Offices at Milwawkee, witconsin, party of the second part,

L.H.

WITNESSETH: that

WHEREAS: a suit is pending at the present time, commenced in the Circuit Court of the United States, Western District of New York, in which party of the first part is Complainant, and party of the second part, EMPIRE LIMESTONE COMPANY and CASPARIS STONE COMPANY, are Defendants, claiming infringement of UNITED STATES LITTERS PATENTS NOS. 672,616 and 672,617, each dated April 23, 1901, granted to and owned by party of the first part, covering a method of and apparatus for breaking rock; and

WHEREAS: a decision has been rendered in the said Circuit Court, Western pistriot of New York, sustaining said Letters Patents, from which decision the said defendants have taken an appeal; and

WHEREAS: it is mitually desired that said litigation be now terminated and that various matters involved therewith concerning the parties to this agreement be settled as hereafter stated:

NOW FOR THESE PURPOSES, IT IS HEREBY AGREED RETWEEN THE PARTIES AS POLLOWS:

<u>FIRST</u>:....Party of the second part agrees to withdraw at this time the appeal in the said suit brought by party of the first part in the Circuit Court of the United States, western District of New York, to coment to the entry of a final decree for an injunction according to the interlocutory decree and reciting payment of costs and settlement of part damages according to the provisions of this agreement, and to pay the taxable costs in said suit, and does hereby recognize the validity of said U. S. Letters Patents Nos. 672,616 and 672,617 of April 25, 1901. Party of the first part agrees to consent to the cancellation of the bond filed in said suit by the Empire Limestone Company. Both parties agree to consent to the vacation of the order requiring the Empire Limestone Company to file monthly statements and partially suspending the interlocutory injunction pending appeal.

SECOND:.....Party of the first part hereby releases, and agrees that all licenses under him affected by this contract shall release, party of the second part, its purchasers or any users of its machinery, from all claims of every kind for demages on account of past infringement of said Letters Patent Nos. 672,616 and 672,617, in so far as the plant of the Empire Limestone Company at Pekin, N. Y. and the plant of the Dunbar Stone Company at River Rouge, Mich. are concerned.

THIRD: I...At the present time the DUNBAR STONE COMPANY, of River Rouge, Michigam, and the EMPIRE ILLESTONE COMPANY, of Pekin, New York, are the owners of and are operating large Crushing or Sledging Rolls purchased originally from party of the second part, which it is egreed, as installed, constitute infringements of the said Letters Patent before mentioned. It is herrey AGREED that party of the first part shall forthwith grant a license to the said DUNBAR STONE COMPANY and the said EMPIRE LIMESTONE COMPANY under the patents before mentioned, and the said party of the second part undertakes that the said DUNBAR STONE COMPANY and said EMPIRE LIMESTONE COMPANY, shall take out

such license, in the form and on the terms of the copies of licenses hereto attached, marked in the case of the DUNBAR STONE COMPANY, "EXHIBIT A", and in the case of the EMPIRE LIMESTONE COMPANY, "EXHIBIT B". Party of the first part agrees to and does hereby release the said DUNBAR STONE COMPANY and the said EMPIRE LIMESTONE COMPANY from all obligations for the payment of all royalties as set forth and specified in said "EXHIBIT A" and "EXHIBIT B" respectively, and in lieu thereof it is agreed that party of the second part shall pay the party of the first part royalties as hereafter stated in full settlement of all royalties due on account of the two installations before mentioned, viz:

Six-tenths (6/10 ths d) of a cent per cubic yard of all material cruehed by or passed through the Rolls at the Plant of the DUNBAR STONE COMPANY, and which may be crushed or broken stone, including screenings and waste, when the same is sold or used in making Sand Lime Bricks, Artificial Stone, Blocks, Lime, etc. but no royalty is to be paid on such soreenings and waste if not sold or used in the manufacture of Bricks or artificial Stone, Blocks, Lime, etc. One-half (1/26) cent for every cubic yard of all material crushed by or passed through the Rolls at the Plant of the EMPIRE LIMESTONE COMPANY and which may be crushed or broken stone, including screenings and waste, when the same is sold or used in making Sand Lime Bricks, Artificial Stone Blocks, Lime, etc., but no royalty is to be paid on such screenings and waste if not sold or used in the mamufacture of Bricks or Artificial used in the manufacture of or such of A caleboar Stone, Blocks, Lime, etc., and no royalties shall be paid on a greater mount than the residence hundred thousand outled got a greenent, provided of the Empire Limestone Co., in any one year during the agreement, provided heavyer that in the result is a superior of the

crushed by or passed through said rolls at the plant of the Empire Limestone company or any peant of the ampire Limescone company or any per thereof except serecalings is sold or sup-plied by the Empire Limestone company to others than the Lackawanna Steel (company or is sold or supplied to others by the Lackawanna Steel supplied to others by the Lackawanna Steel Company, the said limitation that no reyatties shall be paid on a greater amount than three hundred thousand outle yards of undom material in any one year during this agreement shall in each become and be of no effect paid by the party of the track that said royal materials the party of the first party of the f part on all screenings and waste in excess of said three hundred thousand oubic yards hereafter crushed by or passed through said rolls and sold to others than the Lackawanna Steel Company.

With the exception before montioned regarding payment of royalties, the terms and conditions of the licenses as per "EXHEBIT A" and "EXHEBIT B" remain in force and effect, and the royalties specified in this paragraph which party of the second part shall pay party of the first part on the two mentioned installations shall be paid at the times and in the manner set forth in said "EXHEBIT A" and "EXHIBIT B" for the payment of the royalties therein mentioned.

Nothing in this agreement however shall prevent party of the second part or said DUNEAR STONE COMPANY or EMPIRE LIMESTONE COMPANY, or their successors, from discontinuing the use of said Gruebing Rolls, in which event the payment of royalties as herein stated shall thereupon ocase, and the license "EXHIBIT A" or "EXHIBIT B" be terminated, so far as the rolls, the use of which has been discontinued, are concerned.

NOUNTH:.....It is agreed by and between the parties hereto that the party of the second part shall, on the terms and conditions specified in the Supplemental Agreement hereto attached, marked "EXHIBIT O", and made a part hereof, manufacture all EDISON CHUSHING ROLLS hereafter built, for the party of the first part or his licensees, under said Letters Patent Nos. 672,616 and 672,617. It is understood however that the foregoing provision does not superside or apply to rights which the party of the first part may here-tofore have granted conflicting therewith.

FIFTH:....Party of the first part agrees hereafter, in connection with plants using his said rolls, to recommend and urge the use of MILIS-ORAMERS COMPANY'S engines and motors wherever the opportunity is offered. Party of the second part agrees hereafter to recommend and urge the use of EDISON CRUSHING ROLLS made and operating according to the

the inventions described and claimed in said Letters Patent Nos. 672, 616 and 672, 617 wherever the opportunity is offered and conditions are favorable and such use will not conflict with the interests of the party of the second part.

SIXTH:....In case said United States Patents Nos. 672,616 and 672,617, should hereafter be declared invalid by the final decree of the highest Court of competent jurisdiction, in which the suit or action may be tried, then the royalties provided for herein shall cease and determine, and this agreement shall also cease and determine.

SEVENTH:.....Party of the first part agrees to assist party of the second part in disposing of the said crushing rolls of the Empire Limestone Company at Pekin, N. Y. to a licensec acceptable to the party of the first part.

RIGHTH:.....Party of the second part shall have the right to terminate its obligation to manufacture EDISON CRUSHING ROLLS upon three months' written notice, in which event the right to manufacture the same shall terminate, but in such case it shall not be relieved from its obligation to pay royalties for the future operations of the installations now at the plants of the DUNEAR STORE COMPANY and the EMPIRE LIMESTORE COMPANY on the basis herein specified.

NINTH:....This agreement shall continue in force during the remainder of the terms for which said Letters

Patent Nos. 672, 615 and 672, 617 were granted, unless sconer terminated as herein provided.

IN WINDESS, WINDES

WITNESS:

ALLIS-CHALMERS COMPANY,

By DW Gall
PRESIDENT

EXHIBIT A EDISON CRUSHING ROLL CO. MEMORANDUM OF AGREEMENT METALIATION EDISON GIANT ROLL CRUSHER

MEMORANDUM OF AGREEMENT, made and entered into this 29 day of Youtube.

A. H., A. D., 19/1, by and between THOMAS A. EDISON, of Llewellyn Park, West Orange, County

The DUMBAR STOME Co. or RIMBA ROUGH, MICH.

MEMORAN STOME CO. OR RIMBA ROUGH, MICH.

hereinafter referred to as the Licensee, party of the second part:

WHEREAS, the Licensor has obtained Letters Patent of the United States, and has filed application for Letters Patent of the United States, as follows:

LETTERS PATENT.

Grushing Rolls, No. 567,187, Sept. 8, 1896; Method 6 Breaking Rock, No. 672,616, April 23, 1901; Apparatus for Breaking Rock, No. 672,617, April 23, 1901; Grisading or Grushing Rolls, No. 672,673, May 14, 1991; Auparatus Gr. Screening Pulveside Material, No. 672,607, May -88, 1991;

APPLICATIONS FOR LETTERS PATENT.

-Ciant Rolls, filed January 13, 1903, Serial No. 138,813;-Crushing Rolls, filed Sept. 7, 1906, Serial No. 333,607.

AND, WHEREAS, the Licensee is desirous of obtaining a license under said patents and applications according to the conditions hereinafter named, within the following named territory, and lack desirous of sincathing and operating acton name: a chosen quarry within such territory, all-lack one (t) complete Edison Giant Roll Crusher, and is desirous—of-lawing—the said apparatus—constructed under the control and general supersistendence of the Licensor; the description of the said territory being the following, to wit:—

WHINE COUNTY IN THE STATE OF MICHICAN.

AND, WHEREAS, the Licensor is willing to grant such license under said Letters Patent and applications, for the said territory, subject to the conditions and for the purpose hereinafter named, and is willing to undertake the control and superintendence of the construction of the said Edison Clint Roll Crushes

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Licensor hereby grants to the Licensee, subject to the conditions herein ment, all acclusive license under the said Letters Patent and any Letters Patent which may hereafter be granted on said appliestoney, within and throughout the said total territory above described, for the purpose of crushing for all uses (except for direct use in the manufacture of cement), limestone, gueiss or other rock, which may be found within the said territory, but not including rion or other overs.

SECOND:—The Licensee-hereby-agrees-to-install within the above specified testings within one year from the date of this agreement, an Edison Giant Roll Granter with secondary rolls and screens and other equipment, including till steam shovels, cars, locomotives, etc., which the Licenson and therefore shall mustally determine to be necessary for operating satisfactorities-complete-bular-lice-resulting stone. If the name reason which is unavoidable and be

youd the control of either of the parties hereto, its completion should be delayed beyond the said one year period, the Licensor, upon written application, shall great a reganable extension of said time limit. The Licensee further agrees to place gades for the machinery in accordance with the stipulations of this contract at soon as the plans are definitely decided upon, and all said machinery is to be defivered to Licensee's property within nine (9) months from the date of this contract.

THIRD: The construction and installation of the said Edison Ciant Roll Crusher, and any additional Crusher or Crushers thereafter that may be required by the Licensee shall be carried out in the following manner: The Licensor shall have control and superintendence of the design of the machinery and of its manufacture and inspection; he will obtain bids from reliable concerns for its manufacture and will recommend to the Licensee the acceptance of such bids as he considers most favorable. The orders for machinery shall be placed for the account of, and subject to the confirmation of the Licensee and the Licensee shall pay all invoices for parts received from or manufactured, in accordance with the regular terms of the manufacturer, or in accordance with any special terms which may be agreed upon before placing the order. It is agreed that if it become necessary for the Licensor to have any work done at his own plant in connection with the manufacture of any of said crushers or to furnish any part or parts thereof, then the Licensor shall have such work done and shall furnish such parts, and for any part or parts so furnished and work done at the plant of the Licensor, the latter will charge the Licensee only the actual cost of same, it being understood that all of the said machinery is to be furnished at cost to the Licensee without addition of any manufacturing or selling profits by the Licensor. After orders have been placed, as above provided, the Licensor shall have entire charge of the manufacture of said machinery and will, free of expense to the Licensee, inspect the different work, as it progresses, at such time or times as the Licensor thinks necessary. The Licensor will furnish and loan to the manufacturers of the Edison Giant Roll Crusher or parts thereof, all necessary detail drawings and all patterns except when these vary from the Licensor's standards, free of any charge to the Licensee except the necessary cost of transportation to and from the shops of such manufacturers. Every said Edison Giant Roll Crusher and Secondary Crushing Rolls to be magnifactured under this agreement shall be of the best material and workmanship and of the latest and most improved design of the Licensor and the machine shall be complete in all its parts and constructed to suit the work in its particular territory, so far as such work can be foreseen. The size of the said Crusher (or Crushers) is to be determined by the Licensor and to be approved by the Licensee as meeting the different requirements.

FOURTH. The Licensory at his own corpone, thall cause one or more of his compation to the six for the said Crusher (or Crushers) in order to decide are 10 for the best method of installing the said machinery. Upon said visit on the six first the representatives of the Licensor and of the Licensor and determine as ferr \$\overline{g}\) possible the plans to be followed so that he said machinery may be final-ther of the best advantage. The Licensor, as soon as possible thereafter, and at his own expense, will make the drawings for the foundation and installation of the Cettakins. The Licensor will help it desired, in one for an because make decively-solved probability of the control of the cettakins. The Licensor will have it desired, in one for an because make decively-solved probability of the cettakins. The Licensor will have it desired in the control of the cettakins. The Licensor will have it desired in the control of the cettakins. The Licensor will be controlled to the cettakins. The Licensor will be controlled to the cettakins. The Licensor will be controlled to the cettakins. The Licensor will be controlled to the cettakins. The Licensor will be cettaken the cettakins and the cettakins are controlled to the cettakins. The Licensor will be cettaken the cettakins are cettaken to the cettakins. The cettakins are cettaken to the cettakins are cettaken to the cettakins are cettaken to the cettakins. The cettakins are cettaken to the cettakins are cettaken to the cettaken the cettakins are cettaken to the cettakins. The cettakins are cettaken to the cettaken the cettakins are cettaken to the cettaken the cettakins are cettaken to the cettaken the cettake

a general way the arrangement of the Crusher-in the pleat, with reference to the remaining position thereof, charging only the wages of the draughtsman to the Licensee, but the Ligenseer shall not be responsible for the exection or arrangement of the entire plant, nor for the arrangement of the Crusher with reference to the plant, which matters, it is comparefiated, shall be under the direction and control of a competent engineer or construction-formations on the employed by the Licensee. The Licensor will give to the Ligensee, in so far as he reasonably can, the benefit of his advice and experience in conpactfor with the said Crusher installation and will assist the said draughtsman or gagitter, as far as possible, regarding the installation of the said Crusher by correspondence or personally at the plant of the Ridson Portiand Cement Company, at New Yillings, New Jersey, or at the Edison Laboratory, Orange, New Jersey, as the Licensor

BIFTH. The exection and starting up of each counter-installed under hite agreements be in accordance with the plans and instructions of the Licensor and shall be under the control and superintendence of a competent man to be furnished by the Licenser, who shall remain with the Crusher, after it has been installed, long enough to guidely himself that the machine is operating successfully and satisfactorily. The Licenser shall pay for the services of said man at the rate of Five Dollars and fifty centus (\$5.50*) For 60*, including the time during which he is engaged at the Licensee's plant, trayleigh thereton and returning therefrom, and shall also pay his board while engaged at the Licensee's plant, and all legitimate traveling expenses from New Village, New jersey. The equivalent point and return. The Licensor guarantees that each said Delison-Crusher made under this agreement, if made by manufacturers whose bids are approved by firm, and if properly installed and, properly operated, will operate successfully and with the two weeks the designed, in proper survey.

SIXTH: The Licensee agrees, from time to time, as the market for crushed stone said territory or controlled thereby shall warrant, to install such additional Edison Conshing Rolls as may be necessary to adequately supply the market for crushed stone within or controlled by the said total territory, all said crushers to be constructed, inspected, installed and operated in the same manner as the first or test crusher hereinabove provided for although the size of the same may be different therefrom. The Licensee shall use every reasonable effort to further the interests of the Licensor within said territory, and if at any time the Licensor believes that the business within or controlled by the said territory, is not being properly developed by the Licensee, and that the patented or non-patented apparatus of the Licensor is not being introduced therein to an adequate extent, the question of installation of additional Edison Crushers therein shall be submitted to arbitrators, each of the parties hereto appointing one arbitrator, and the two so appointed selecting a third, and the decision of any two of said arbitrators shall be accepted as final and binding by the parties thereto. If the Licensee shall not with due diligence comply with the decision of said arbitrators requiring the further installation and equipment of additional crushers within the said territory, or if the Licensee shall refuse to appoint an arbitrator or to submit the matter to arbitration, as above provided, the exclusive license hereby granted shall-terminate, but the Licensee-shall-be-entitled-to-a-non-exclusive-license, as-to-the-plant-orplants then in operation, or under construction and the Licensor shall he free to grant licenses within said territory under the said patents and applications, to any person, firm or corporation.

SECONO

CENTEMPH. The Licensee shall pay a license fee, or royalty, to the Licenser, his heirs and assigns, on all stone passed through—sub Edison Giant Roll Crusher—instabled under the terms of this agreement of two (a) cents for every cubic yard of crushed stone by measure or for every two thousand four hundred pounds (2,400 lbs.) by weight, it being agreed for this contract that the weight of a cubic yard of crushed stone is to be estimated at two thousand four hundred pounds (4,400 lbs.) by a complete paying the streenings and waste when the Rolls and which may be crushed or broken stone, including the screenings and waste when the same is sold by the License for use the inmaking sand-lime bricks, artificial stone, blocks, lime, etc., but no royalty is to be paid on such screenings and waste if not sold by the License or if not used in the manufacture of bricks or artificial stone, blocks, lime, etc., by the License.

THIRD
EIGHTH: It is further provided that if at any time after one or more Edison Giant Roll Crushers have been installed in accordance with the provisions hereof, the Licensee shall conclude that the further use of said patented or unpatented machinery is inexpedient and that it desires to discontinue such use, then the Licensee shall notify the Licensor in writing of this fact. The license granted by this agreement shall thereupon terminate and the Licensee shall not make use of the said patented or unpatented machinery thereafter for the purpose of crushing stone for any use whatsoever, and the payment of royalties by the Licensee shall be discontinued. When the said license is terminated either by reason of the discontinuance by the Licensee of the use of the said patented or unpatented machinery, or because of the cancellation of the license hereby granted by the Licensor, in accordance with any of the provisions of this agreement authorizing such cancellation, the Licensee shall have the right to dispose of the machinery in its possession at the time of such termination of said license to any other licensee of the licensor on the best terms which can be procured and if sold to such other licensee, the said machinery shall be used for crushing stone in the territory of such other licensee and not elsewhere in accordance with the terms and provisions of any license contracts between the Licensor and such other licensee, and the Licensor shall be informed by the Licensee when any such sale is being negotiated, the Licensor will assist the Licensee, free of cost, in making such sale, provided the machinery is suitable for the work to be done in the territory of such other licensee. If the machinery is not disposed of in this manner, then the Licensee shall have the right to dispose of the machinery in its possession at the time of such termination of its license, as scrap, and for no other use or purpose, and will make a written guarantee to the Licensor to this effect before it sells the machinery; and any such purchaser or purchasers of the said machinery from the Licensee, as scrap, shall have no right or license to make use of the said machinery for the crushing of stone or of any other material. It is understood, however, that before any of such Edison Machinery is sold to a third party as scrap, the Licensee will give the Licensor opportunity by notifying him in writing, to buy the said machinery at the current market price of scrap iron, provided the Licensor wishes to buy the same for himself or others. Before making any

such sale of the said machinery either to another licensee of the Licensor or to any third party, as coren, the Licensee shall notify the Licensor in writing of the purchaser's name and address.

NINTHAL If at any time after one or more Edison-Giant Roll. Combines have been just and operated under this agreement, the Licensee shall conclude that the payment of the stated royalty per ton has become unduly large, it may deet to relinquish its just to an exclusive license and pay the Licensor a royalty of only one and one-half 1447 cents per cubic yard it stone is measured, or per a/op opounds by weight, on all-stone crushed in said machinery within said territory; or it may elect to retain the gardetive license and to refer the readjustment of the royalty to arbitration, the parties began facts electing an arbitrator, and these two arbitrators selecting a third; the decision of any two of said arbitrators shall be accepted by the parties hereto as final, but in an esses shall the right of election to submit the matter to arbitration be exercised, unlessed as a result of improved apparatus or processes invented or used by competitors of the Elecnsee, the market price of crushed stone is so reduced as to make the payment of the soil rowelly named under this contract commercially improved included.

TENTH: The Licensor-hereby-covenants and agrees with the Licensea not to grant is shall be retained by the License, any license or territorial right, nuder stid patents, within any part of the territory aforesaid, in connection with the errating of stone as aforesaid, but the Licensor reserves the right to grant in said effectively illenses or territorial assignments under said patents for the crushing-of-from one or any other one; and the Licensor also reserves the right to grant in said expensively in the said patents for the crushing-of-from one or any other one; and the Licensor also reserves the right to grant-in-faid territory licenses or territorial assignments under said patents, for the oversiting-of-lineatone for-direct uses in the manufacture of constant.

"ELLUSTY". The Licensee shall not move, nor permit the removal of serior Edition.

Giant Roll Crusher, or of any Editon-acondary crushers out of the said territory, or erect any plant containing any such crusher outside of the said territory, acceled the top of any of the crushing plants hereinabove provided for to be installed within said territory for crushing rock from outside of said-territory without first having received the written consent of the chiesteness thereto.

WHILTIT. The Licensee shall keep separate books showing the amount of stone crushed by the crushing plant herein provided for, and such books shall be open and accessible to the Licensor or his duly authorized representatives at all reasonable times. In the case of—a quarry or quarries, whose whole product will be shipped over one or more railroads, or other transportation systems, the Licensor may elect and require that the royalties herein payable shall be based on the shipping receipts of the railroads or other transportation systems, by which the product of the plant or plants licensed in this agreement may be handled, and for the purpose of this agreement, in the case of such election, the total amount of the crushed stone shipped from such licensed plant, or plants, will be considered as the output thereof, whereon said royalties shall be payable. The Licensee shall, for each month, (whether plant is running or not), furnish the Licensee, in duplicate, a report of stone crushed for each plant separately and in such

standard one-page form as the Licensor may require for his records, which reports shall be mailed not later than the seventh (7th) day of the succeeding month, and the report shall be given for each day of the month, and under the heading of size, so as to show the amount of each size of stone crushed per diem.

The royalties above provided for shall be payable monthly and the Licensee shall remit to the Licensor the amount of royalties for each calendar month on or before the twentieth (20th) day of the succeeding month.

THIRTEENTH: The Licensor agrees, at his own exp by the Licensee so to do, and provided the exclusive rights herein granted shall be retained by the Licensee as herein provided, to prosecute such infringements as the Licensee may designate within any part of the said territory, of any of the said patents that may be employed by the Licensee, so as to thereby protect the Licensee and preserve the exclusive rights hereby granted, and the Licensor also agrees, at his own expense, to defend any suits which may be brought against the Licensee for the infringement of any patents by the use of the apparatus hereby licensed, and to indemnify and save harmless the Licensee against all costs and damages which may be recovered against the Licensee in any such suit or suits. In the event of any such suit or suits within the said territory, the Licensee agrees to assist the Licensor in all reasonable and peoper ways, which may be open to the Licenses.

SIXTH

FOURTEENTH: The license hereby granted and the royalties payable by the terms of this agreement shall continue as long as any of said patents, used in connection with said apparatus by the Licensee, remain in force, unless the license herein granted for the territory shall be previously surrendered by the Licensee, or canceled by the Licensor, in accordance with the provisions hereof. If said patents are declared invalid by the final decree of a court of competent jurisdiction, then the royalties provided for herein shall cease and determine.

PINTEENTH: The Licensor agrees to give the Licenses, so long as this co remain in force, and subject to all the terms and conditions hereof, the benefits of all the improvements that he may make, whether the same are patented or not, relating to the apparatus for crushing stone or designed for use in direct connection therewith, when such apparatus is oses covered by the license hereby granted.

SEVENTH CINTERNATH. The Licensee shall be permitted in advertising and other printed matter to refer to the fact that the apparatus used is manufactured under the Thomas A. Edison patents, but no other representation shall be made by which the impression may be created that the Licensor is connected with the Licensee in any other capacity than as Licensor.

SEVENTEENTH: The Licensee hereby expressly recognizes and acknowledges the validity of the Letters Patent under which this license is granted, and each of them; and of anypatents which may hereafter be granted upon any of the applications and inventions under which sic license is granted, admits the title of the Licensor in and to the said inventions, patents and applications, admits that the Licensor has the right and power to grant the rights and licenses

herein granted, and agrees, during the existence of this contract, not to contest or attack the validity of any of the said patents, either directly or indirectly, and further, the Licensee agrees not to make or be interested in any similar or like machine or apparatus, either directly or indirectly. The Licensee agrees not to install a crusher manufactured under the Thomas A. Edison patents, except as said crucher or crushers, is or are manufactured under all the terms and conditions prescribed by this agreement. UNLESS IT IS DONE UNDER A NEW LICENSE.

NINTH.

EIGHTEENTH: The license hereby granted is personal to the Licensee and its successors in business. It confers no right to assign this license without the written consent of the Licensor and it applies only to crushing plants located within said licensed territory and which may be owned and operated by the Licensee.

Provided, however, that if any one or more licensed crushing plants hereafter constructed by the Licensee shall, at any time voluntarily, or by operation of law, be sold or transferred to a single person, firm or corporation, the said purchaser or transferee shall be entitled to operate the said plant or plants under the terms and conditions hereof, and subject to the payment of royalties as herein provided, but no such person, firm or corporation, shall, by reason of such purchase, or transfer, be entitled to construct, erect or operate additional plants embodying the said patented and unpatented apparatus without the written consent thereto of the Licensor. Be-FORE MAKING MY SALE OF SAID CRUSHING PLANT THE LICENSEE SHALL NOTIFY THE LICENSOR IN

TENTH NINETEENTH: This agreement shall cease and determine and may be canceled by the Licensor, in case of the failure of the Licensee to pay the royalties herein provided, or a breach of any of its conditions, covenants or stipulations by the Licensee.

But this agreement shall not be canceled for failure to pay the royalties, as above provided, or for breach of any of its conditions, covenants or stipulations, until the Licensor shall first notify the Licensee, in writing, of the default or breach, specifying the same, and thereupon the Licensee shall have the opportunity, within sixty (60) days thereafter, of paying the amount of royalty so in default, or of correcting such breach, and if said payment is made or said breach is corrected within the said period of sixty (60) days, this agreement shall continue in full force and effect until terminated for any reason or surrendered by the Licensee; but, in case of a second similar default or similar breach, but thirty (30) days notice shall be given, in which to make the defaulted payment or to correct the breach; and no notice shall be given or time for payment allowed in the case of any subsequent default of payment or breach of the conditions, covenants or stipulations of this agreement. In the event of the cancellation or other termination of this agreement, neither of the parties to this agreement shall, in any way, waive any right, either at law or in equity, to sue for and recover damages for the breach or violation of the said agreement, or for any other appropriate relief, or recovery.

ELEVENTH

TWENTIETH: The rights, privileges and obligations of the respective parties in and to this license agreement, except as hereinabove otherwise provided, shall inure to and be assumed by the executors, administrators and assigns of the Licensor, and by the successors in business of the Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

Womallong

Witnesses,---

This a Execut

Dunbar Hora Company, Harris I. Dunbar, Pris

EXHIBIT B EDISON CRUSHING ROLL CO. MEMORANDUM OF AGREEMENT

-INSTALLATION OF

EDISON GIANT ROLL CRUSHER

hereinafter referred to as the Licensee, party of the second part :

WHEREAS, the Licensor has obtained Letters Patent of the United States, and has filed application for Letters Patent of the United States. as follows:

LETTERS PATENT.

Crushing-Rolla, No., 567,889, Supt. 8, 1896;
Method of Breaking Rock, No. 672,616, April 23, 1901;
Apparatus for Breaking Rock, No. 672,617, April 23, 1901;
Grinding or Grushing Rolle, No. 672,617, April 23, 1901;
Grinding or Grushing Rolle, No. 672,677, April 23, 1901;
Appearatus for Screening-Pulveniand Material, No. 672,677, May 48, 1901.

APPLICATIONS FOR LETTERS PATENT.

Giant Rolls, filed January 13, 1903, Serial No. 138,813; Gruehing Rolls, filed Sept. 7, 1906, Serial No. 333,607.

AND, WHEREAS, the Licensee is desirous of obtaining a license under said patents and—eppliestions—according to the conditions hereinafter named, within the following named territory, at least-one (1) complete Edison Giant Roll Crusher, and is desirous of institute such territory, at least-one (1) complete Edison Giant Roll Crusher, and is desirous—of having the said apparatus constructed under the control and general superintendence of the Licenson, the description of the said territory being the following, to wit:—

4 1

1

LEWISTON COUNTY IN THE STATE OF NEW YORK

Tiagara

AND, WHEREAS, the Licensor is willing to grant such license under said Letters Patent and applications, for the said territory, subject to the conditions and for the purpose hereinafter named, and is willing to undersake the control and superintendance of the construction of the said places Claim Roll Counter.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: The Licensor hereby grants to the Licensee, subject to the conditions herein mand, an-audicious license under the said Letters Patent and any Licensee patent which may hieraften begranted on-said-applications, within and throughout the said total territory above described, for the purpose of crushing for all uses (except for direct use in the manufacture of cement), limestone, guelss or other rock, which may be found within the said territory, but not including rion or other rock.

SECOND: The Liceuses leavely agrees to install within the above appecified testines, within one year from the date of this agreement, an Edition Glain Eoli Peruliar with secondary rolls and screens and other equipment, including all steam shovels, cars, icocomotives, etc., which the Licensor and theoreties shall mutually determine to be necessary for operating statisfactority of complete plant for excelling atoms. If the one yearon which its unavoidable and becoming the plant for excelling atoms.

youd the control of either of the parties beste, its completion-should be delayed beyond the guid one year period, the Licenson, upon written application, shall grant a reassander extension of said time limit. The Licensee further agrees to place notice for the machinery in accordance with the stipulations of this control particulations of the plans are definitely decided upon, and all said machinery is no be delivered to Licensee's property within nine (s) months from the date of this control.

THIRD. The construction and installation of the said Edison Giant Rell-Crusher any additional Crusher or Crushers thereafter that may be required by the Licensee shall be carried out in the following manner: The Licensor shall have control and superintendence of the design of the machinery and of its manufacture and inspection; he will obtain bids from reliable concerns for its manufacture and will recommend to the Licensee the acceptance of such bids as he considers most favorable. The orders for machinery shall be placed for the account of, and subject to the confirmation of the Licensee and the Licensee shall pay all invoices for parts received from or manufactured, in accordance with the regular terms of the manufacturer, or in accordance with any special terms which may be agreed upon before placing the order. It is agreed that if it become necessary for the Licensor to have any work done at his own plant in connection with the manufacture of any of said crushers or to furnish any part or parts thereof, then the Licensor shall have such work done and shall farnish such parts, and for any part or parts so furnished and work done at the plant of the Licensor, the latter will charge the Licensec only the actual cost of same, it being understood that all of the said machinery is to be furnished at cost to the Licensee without addition of any manufacturing or selling profits by the Licensor. After orders have been placed, as above provided, the Licensor shall have entire charge of the manufacture of said machinery and will, free of expense to the Licensee, inspect the different work, as it progresses, at such time or times as the Licensor thinks necessary. The Licensor will furnish and loan to the manufacturers of the Edison Giant Roll Crusher or parts thereof, all necessary detail drawings and all patterns except when these vary from the Licensor's standards, free of any charge to the Licensee except the necessary cost of transportation to and from the shops of such manufacturers. Every said Edison Giant Roll Crusher and Secondary Crushing Rolls to be mapufactured under this agreement shall be of the best material and workmanship and of the latest and most improved design of the Licensor and the machine shall be complete in all its parts and constructed to suit the work in its particular territory, so far as such work can be foreseen. The size of the said Crusher (or Crushers) is to be determined by the Licensor and to be approved by the Licensee as meeting the different requirements.

FOURTH.—The Lieuwor, at his own empense, shall cause one or more of his comprises argineers to visit the site for the said Crusher (or Crushers) in order to decide are to the best method of installing the said machinery. Upon said visit or single the representatives of the Licensor and of the Licensor said determine as a said visit or single to be followed so that the said machinery may be installed to the best advantage. The Licensor, as soon as possible thereafter, and a third own expense, will make the drawings for the foundation and installation of the Crusher. The Licensor will solve [Lefatired, the conference became, make drawing-slowing for the foundation and installation of the Crusher. The Licensor will see [Lefatired, the conference became, make drawing-special-owing for

agoustal way the arrangement of the Crushor in the plant, with reference to the sensiting parties of the treet, charging only the wages of the draughtman to the Licensee, but the Lipenser shall not be responsible for the erection or arrangement of the entire plant, nor for the arrangement of the Crusher with reference to the plant, which matters, it is contemplated, shall be under the direction and control of a competent engineer or constructed for any control of a competent engineer or constructed for any control of the employed by the Licensee. The Licensor will give to the Libensee, in of ar as he reasonably can, the benefit of his advice and experience in connection with the said Crusher installation and will assist the said draughtman or gageteer, as far as possible, regarding the installation of the said Crusher by correspondence or personally at the plant of the Edison Portland Cement Company, at New Yilling, New Jersey, or at the Edison Laboratory, Orange, New Jersey, as the Licensor

BIETH. The erection and starting up of each crusher-installed-under-this-agreement, be in accordance with the plans and instructions of the Licensor and shall be under the control and superintendence of a competent man to be furnished by the Licensor, who shall remain with the Crusher, after it has been installed, long enough to satisfy himself that the machine is operating successfully and satisfactorily. The Licensee fault pay for the services of said man at the rate of Five Dollars and fifty centrs (\$5.50\) For day, including the time during which he is engaged at the Licensee's plant, trayleing thereton and returning therefrom, and shall also pay his board while engaged at the Licensee's plant, and all legitimate traveling expenses from New Village, New jersey. Or an equivalent point and return. The Licensor guarantees that each said Delason Grüßer made under this agreement, if made by manufacturers whose blds are approved by finn, and if properly installed and properly operated, will operate successfully and with the three work for schild; it supple designed, for prepare summer.

SIXTH: The Licensee agrees, from time to time, as the market for said territory or controlled thereby shall warrant, to install such additional Edison Cruening Rolls as may be necessary to adequately supply the market for crushed stone within controlled by the said total territory, all said crushers to be constructed, inspected, installed and operated in the same manner as the first or test crusher hereinabove provided for, although the size of the same may be different therefrom. The Licensee shall use every reasonable effort to further the interests of the Licensor within said territory, and if at any time the Licensor believes that the business within or controlled by the said territory, is not being properly developed by the Licensee, and that the patented or non-patented apparatus of the Licensor is not being introduced therein to an adequate extent, the question of installation of additional Edison Crushers therein shall be submitted to arbitrators, each of the parties hereto appointing one arbitrator, and the two so appointed selecting a third and the decision of any two of said arbitrators shall be accepted as final and binding by the parties thereto. If the Licensee shall not with due diligence comply with the decision of said arbitrators requiring the further installation and equipment of additional crushers within the said territory, or if the Licensee shall refuse to appoint an arbitrator or to adbmit the matter to arbitration, as above provided, the exclusive license hereby granted rminate, but the Licensee shall be entitled to a non-exclusive license, as to the plant or plants then in operation, or under construction and the Licensor shall be free to grant licenses within said territory under the said patents and applications, to any person, firm or corporation.

SECOND SECOND CONTROLL OF THE LICENSEE Shall pay a license fee, or royalty, to the Licenseon, his heirs and assigns, on all stone passed through with Edison Giant Roll Crusher issuellies under the terms of this agreement of two (a) cents for every cubic yard of crushed stone by measure or for every two thousand four hundred pounds (2,400 lbs.) by weight, it being agreed for this contract that the weight of a cubic yard of crushed stone is to be estimated at two thousand four hundred pounds (2,400 lbs.) by a complete pay to the limit of the contract of the long of

THIRD SAID SAID EIGHTH: It is further provided that if at any time after one or more Edison Giant Roll Crushers have been installed in accordance with the provisions hereof, the Licensee shall conclude that the further use of said patented or unpatented machinery is inexpedient and that it desires to discontinue such use, then the Licensee shall notify the Licensor in writing of this fact. The license granted by this agreement shall thereupon terminate and the Licensee shall not make use of the said patented or unpatented machinery thereafter for the purpose of crushing stone for any use whatsoever, and the payment of royalties by the Licensee shall be discontinued. When the said license is terminated either by reason of the discontinuance by the Licensee of the use of the said patented or-unpatented machinery, or because of the cancellation of the license hereby granted by the Licensor, in accordance with any of the provisions of this agreement authorizing such cancellation, the Licensee shall have the right to dispose of the machinery in its possession at the time of such termination of said license to any other licensee of the licensor on the best terms which can be procured and if sold to such other licensee, the said machinery shall be used for crushing stone in the territory of such other licensee and not elsewhere in accordance with the terms and provisions of any license contracts between the Licensor and such other licensee, and the Licensor shall be informed by the Licensee when any such sale is being negotiated, the Licensor will assist the Licensee, free of cost, in making such sale, provided the machinery is suitable for the work to be done in the territory of such other licensee. If the machinery is not disposed of in this manner, then the Liconsec shall have the right to dispose of the machinery in its possession at the time of such termination of its license, as scrap, and for no other use or purpose, and will make a written guarantee to the Licensor to this effect before it sells the machinery; and any such purchaser or purchasers of the said machinery from the Licensee, as scrap, shall have no right or license to make use of the said machinery for the crushing of stone or of any other material. It is understood, however, that before any of such Edison Machinery is sold to a third party as scrap, the Licensee will give the Licensor opportunity by notifying him in writing, to buy the said machinery at the current market price of scrap iron, provided the Licensor-wishes to buy the same for himself or others. Before making any such sale of the said machinery either to another licenses of the Licenses or to any third party, as some the Licenses shall notify the Licenses in writing of the purchaser's name and address

NINTH. If at any time after one or more Editon. Giant. Roll. Conclusions have been just and operated under this agreement, the Licensee shall conclude that the payment of the stated royalty per too has become unduly large, it may elect to relinquish its jetfit to an exclusive license and pay the Licensor a royalty of only one and one-hall (197) cents per cubic yard if some is measured, or per a,oo pounds by weight, on all-tone crushed in said machinery within said territory; or it may elect to retain the predictive license and to refer the readjustment of the royalty to arbitration, the parties heave such scienting an arbitrator, and these two arbitrators selecting a third; the designer of any two of said arbitrators shall be accepted by the parties hereto as final, but in nor case shall the right of election to submit the matter to arbitration be exercised, uplear far a result of improved apparatus or processes invented or used by competitors of the Licensee, the market price of crushed stone is so reduced as to make the payment of the said royalty ramed under this contract commencable.

TENTII: The Licensor heraby commants and agrees with the Licenses not to grant be any person, firm or corporation, so long as the exclusive license hereby granted forestic territory as all be retained by the Licenses, any license or territorial right, quader stid patents, within any part of the territory aforesaid, in connection with the e-staffing of stone as aforesaid, but the Licensor reserves the right to grant in said e-territory licenses or territorial assignments under said patents for the crushing-d-from ore or any other ore; and the Licensor also reserves the right to grant in said erritory licenses or territorial assignments under said patents, for the crushing-d-territory licenses or territorial assignments under said patents, for the crushing of limetoms for direct uses in the manufacture of comment.

ELEVENTH: The Licensee shall not move, nor permit the removal of any Edison Giant Roll Crusher, e-c-daug-Rélison-secondary-oranders out of the said territory, or erect any plant containing any such crusher outside of the said territory, and said territory, or even day plant containing any such crusher outside of the said territory, and said territory of any of the crushing plants hereinabove provided for to be-installed within said territory for crushing rock from outside of seid territory without first having received the written consent of the transfer of the said territory outside of the said territory of the said territory of the said territory of the said territory of the said territory of the said territory of the said territory of the said territory of the said territory of the said territory of the said territory of the said territory of the said territory of the said territory of the said territory of the said territory, or the said territory of the said territory of the said territory, or the said territory, or the said territory, or the said territory, or the said territory, or the said territory or the said territory, or the said territory or the said territor or the said territor or the said territor or the said territor or the said territor or the said territor or the said territor or the said territor or t

The Licensee shall keep separate books showing the amount of stone crushed by \$\frac{\pi_0}{\pi_0}\$ crushing plant herein provided for, and such books shall be open and accessible to the Licensor or his duly authorized representatives at all reasonable times. In the case of the Licensor or his duly authorized representatives at all reasonable times. In the case of questry or questies, whole whole product will be shipped over one or more railroads, or other transportation systems, the Licenson may elect and require that the royalites herein payable shall be based on the shipping receipts of the railroads or other transportation systems, by which the beased on the shipping receipts of the railroads or other transportation systems, by which the beased on the shipping receipts of the railroads or other transportation systems, by which the beased on the shipping receipts of the representation when the shipping receipts of the receiver that the purpose of this agreement, in the case of such election, the total amount of the crushed stone shipped from such licensed plant, or plants, with be considered as the output thereof, whereon said royalities shall be payable. The Licensee shall, for each month, (whether plant is running or not, further than the Licensee, in duplicate, a report of stone crushed for each plant is separately and in such

standard one-page form as the Licensor may require for his records, which reports shall be mailed not later than the seventh (7th) day of the succeeding month, and the report shall be given for each day of the month, and under the heading of size, so as to show the amount of each size of stone crushed ber dism.

The royalties above provided for shall be payable monthly and the Licensee shall remit to Licensor the amount of royalties for each calendar month on or before the twentieth (20th) day of the succeeding month.

**HINCERNATH. The Lieuance agrees, at his own expense, when requested in writing by the Lieuance so to do, and provided the exclusive rights herein granted shall be grateful by the Lieuance as herein provided, to prosecute such infringements as the Liguages may designate within any part of the said territory, of any of the said patents there may be employed by the Liceance, so as to thereby protect the Liceance and preserve file exclusive rights hereby granted, and the Liceance flow in the property of the control of the control of the property of the control of the cont

SIXTH
FOUREMENTS: The license hereby granted and the royalties payable by the terms
of this agreement shall continue as long as sep-sé said patents, used in connection with asid apparatus by the Licenses, remain in force, nuless the license herein granted for the territory shall
be previously surrendered by the License, or canceled by the License, in accordance with the
provisions hereof. If said patents are declared invalid by the final decree of a court of comps-

tent jurisdiction, then the royalties provided for herein shall cease and determine.

FIDTERNITY. The Licensor agrees to give the Licensea, so long at this contract may remain in force, and subject to all the terms and conditions hereof, the hearths of all the improvements that he may make, whether the sume are patented or not, relating to the apparatus for crushing stone of designed for use in direct connection therewith, when such apparatus is made affects of the contraction of the contracti

SEVENTH The Licensee shall be permitted in advertising and other printed matter to refer to the fact that the apparatus used is manufactured under the Thomas A. Edison patents, but no other representation shall be made by which the impression may be created that the Licenseo is connected with the Licensee in any other capacity than as Licenseo.

EIGHTH

SEVINDENNTH: The Licensee hereby expressly recognizes and acknowledges the validity of the Letters Patent under which this license is granted, and each of them; and a substantial patents which many hereafter be granted upon any of the applications and incombine many patents. Which is the substantial and to the said inventions, patents and patents which this idense-i-granted, admits the title of the Licensor in and to the said inventions, patents and papelesstoms, admits that the Licensor has the right and power to grant the rights and licenses

Page

herein granted, and agrees, during the existence of this contract, not to contest or attack the validity of any of the said patents, either directly or indirectly, and further, the Licensee agrees not to make or be interested in any similar or like machine or apparatus, either directly or indirectly. The Licensee agrees not to install a consider manufactured, number the, Thomas A. Edison patents, except as aid considers consulters, is one seem manufactured under all the terms and conditions prosceptible by this agroumant, must ris now swore A Man Licenses.

NINTH

EIGHTEENTH: The license hereby granted is personal to the Licensee and its successors in business. It confers no right to assign this license without the written consent of the Licensor and it applies only to crushing plants located within said licensed territory and which may be owned and operated by the Licensee.

Provided, however, that If any falls of the provided plants-breefere constructed by the Licensee shall, at any time voluntarily, or by operation of law, be sold or transferred to a single person, firm or corporation, the said purchaser or transferers shall be entitled to operate the said plant explants under the terms and conditions hereof, and subject to the payment, of royalities as herein provided, but no such person, firm or corporation, shall, by reason of such purchase, or transfer, be entitled to construct, erect or operate additional plants embodying the said patented and unpeatment apprarius without the written consent thereto of the Licenson. Second part of the provided payment of the payment of the payment of the provided payment of the provided payment of the provided payment of the provided payment of the provided payment of the provided payment

THE Licensor, in case of the failure of the Licensea to pay the royalites herein provided, or a breach of any of its conditions, covenants or stipulations by the Licensee.

But this agreement shall not be canceled for failure to pay the royalties, as above provided, or for breach of any of its conditions, covenants or stipulations, until the Licenses shall first notify the Licensee, in writing, of the default or breach, specifying the same, and thereupon the Licensee shall have the opportunity, within sixty (60) days thereafter, of paying the amount of royalty so in default, or of correcting such breach, and if said payment is made or said breach is corrected within the said period of sixty (60) days, this agreement shall continue in full force and freet until terminated for any reason or surrendered by the Licensee; but, it case of a second similar default or similar breach, but thirty (30) days notice shall be given, in which to make the defaulted payment or to correct the breach; and notice shall be given or time for payment allowed in the case of any subsequent default of payment or breach of the conditions, covenants or stipulations of this agreement, in the event of the cancellation or other termination of this agreement, or agreement, to requiry, to sue for and recover damages for the breach or violation of the said agreement, or for any other appropriate relief, or recovery.

ELEVENTH
TWENTHETT: The rights, privileges and obligations of the respective parties in and
to this license agreement, except as hereinabove otherwise provided, shall inure to and be
assumed by the executors, administrators and assigns of the Licensor, and by the successors in
horisens of the Licensee.

IN WITNESS WHEREOF, the parties hereto have executed tills agreement in duplicate the day and year first above written.

Nor a Coloron

Burghin Limitoria Co

Witnesses. H. Mornad.

AGREEMENT between

THOMAS A. EDISON

and
ALLIS-CHALMERS COMPANY.

(Original).

Dated, November 29, 1911.

THIS AGRESSMENT MADE AND ENTERED INTO this 29 th November AD, 1921, by and between THOMAS A. EDISON, of west Orenge, New Yorsey, party of the first part, and ALLIS-GHAMERS COMPANY, a corporation organized and existing under the laws of New Jersey, with general Offices at Milwaukee, wiscensin, party of the meanth part;

WITHESSETH: that

WHEREAS: an agreement has been entered into between the parties hereto en this date in which, among other things, it was agreed in paragraph "SOURTH" thereof, "that the party of the second part shall, on the terms and conditions specified in the Supplemental Agreement hereto attached, narked "EXCHRIT C", and made a part hereof, manufacture all EDISON CRUSHING ROLLS hereafter built, for the party of the first part or his licensees, under unid Letters Patent Noc. 672, 616 and 672, 617%; and

WHEREAS: it is the object of this agreement (which is the "EXHEBIT O" before mentioned), to cover the terms and conditions for such manufacturing of said rolls NOW IT IS HERENY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

THEST: Party of the first part hereby agrees
that he am his licensees will purchase from the party of
the second part, and the party of the accord part agrees
to manufacture and sell to the party of the first part or
his licensees, all Edison orushing rells, to be made and
operated according to the inventions described and claimed in
said Letters Patent Nos. 672,616 and 672,617 beforementioned,
upon the terms heredandter set forth.

SECOND:It is agreed that the price of said Grushing Rells, F.O.B. Milwankee, shall be as follows:-

7. 4.

When the average price per gross tan of No. 2 Northern Coke Foundry Iron at Chicago, as quoted in the "Iron Ago" during the four macks proceding the receipt of order by party of the second part is:

The price of Edison Rolls f.c.b. cars Milwaukec, por 100 pounds, will be:

> Sizes 4 x 4

and

4 x 3

4.475

4.55

1.000				
	\$10.	to	\$10.99	\$ 3.375 \$3.725 \$ 3.875
	11.	to	11.99	3.45 3.80 3.95
	12.	to	12.99	3.525 3.875 4.025
	13.	to	13,99	3.60 3.95 4.10
	14.	to	14,99	3.675 4.025 4.175
	15.	to	15.99	3.75 4.100 4.25
	16.	to	16.99	3.825 4.175 4.335
	17.	to	17.99	3.90 4.25 4.40

Size Size

6 x 7 5 x 5

3.975 4.325

4-050 4-40

For every future increase or decline of \$1. per gross ton of No. 2 Foundry Northern coke Iron at Chicage, above or below the prices herein shown, the price of reison Rolls is to advance or decline in the same proportion as shown in above scale.

18.99

18. to

19.

to 19.99

The above prices are based on the designs and meights of the Edison cruching Rolls of the Mational Limestone Company of Martinsburg, west Virginia, as shown on the drawings submitted by party of the first part to party of the second part and it is agreed that said prices are subject to proportionate reasonable adjustment as to increase or decrease an said prices with my changes in much designs and weights, said adjustment or be made by three arbitrators, one weights, said adjustment and the third by the two so choices, it is appointed by so and we do not agree, the decision of two or the partitators to be binding on the parties.

furnish the party of the second part, free of charge, f.o.b. Milwaukee, complete detailed drawings, specifications and necessary patterns of such Edison Cruching Rolls as may be ordered by him or his licensees from party of the second part under this contract, and it is agreed second party assumes no responsibility in connection with the design of

FOURTH:.....Party of the mecond part agrees that it will fill with reasonable promptness all orders placed with it for Edison Crushing Rolls under this contract, but in the event of interruption caused by serious fires, labor strikes, or delays unavoidable or beyond the control of party of the second part, the obligation of the party of the second part to manufacture under this contract shall be suspended until such cause shall have been removed, provided, however, that if at any time during this agreement the party of the second part shall be unable or neglect with reasonable promptness to undertake or to proceed with any order placed with it for Edison crushing Rolls, under this contract, the party of the first part and his licensees shall, upon giving notice in writing to the party of the second part, be at liberty to manufacture or cause to be manufactured by others than the party of the second part the Edison grushing Rolls covered by such order.

Party of the second part further covenants and agrees that it will repair F.O.B. works where made, or furnish without charge F.O.B. its works, a similar part to replace, any material of its own manufacture which within one year after chipment is proven to have been defective at the time it was shipped, provided second party is given immediate written notice of such alleged defects. The party of the second part shall not be held liable for any damages or delays caused by defective material.

The party of the second part agrees that in the

manufacture of said rolls its workmanship will be first class throughout and that material will be first class, in kinds and qualities, and conform to drawings and specifications of party of the first part.

It is agreed that the party of the first part shall have the right to inspect, and to have his representatives inspect, said rolls at all times during the manufacture thereof by the party of the second part, and to reject the same if not made according to the provisions of this contract

FIFTH:....The terms of payment of Edison crushing
Rells purchased under this agreement shall be as follows:

On Crushing Rells ordered direct by first party:

Fifty per cent (50%) on shipment;

BALANCE sixty days (60) from date
of shipment.

On crushing Rolls ordered by any licensee, terms of payment shall be subject to the approval of credit pepartment of second party.

SIXTH:....Party of the first part agrees to fully protect and save harmless party of the secund part from any claims of infringement of Patents growing out of the manufacture by it of Rdison crucking Rolls under said Letters Patents Nos. 672,616 and 672,617 and under any designs furnished by first party, and in case of suit based upon such claim of infringement party of the first part agrees to defend same at his own cost.

SEVENTH:..... Nothing in this agreement shall give party of the second part the right to manufacture Edison Crushing Rolls under said Letters Patents Nos. 672, 616 and 672, 617 for sale to or for use by any person or parties other than party of the first part or his liconsees, and IT IS UNERSTOOD that the manufacturing right here conveyed to party of the second part is subordinate to any rights which first party may heretefore have granted, conflicting with

this license.

EIGHTH:.....The provisions of this contract shall apply only to Edison grashing Rolls to be manufactured for use within the United States of America and the territories and possessions thereof.

NIETH:.....The term of this contract shall be coextensive with the term of the other beforementioned agreement between the parties hereto, of same date, but this agreement shall be subject to termination in accordance with the provision of paragraph "BIGHTH" in said other agreement.

IN WITHESS WHEREOF the parties hereto have executed this agreement in duplicate, the day and year first phove written.

WITNESS:

Manggoman

Thosa Edwar

ALLIS-CHAMMERS COMPANY,

ATTEST:

W. W. Nichola!

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Dated, November 29, 1911.

THIS ADDRESSED HADE AND ENTERED INTO THIS 29 CK day of Modellan A. D., 1911, between THOMAS A. EDISON of west Orange, New Jorgey, party of the first part, and DUNDAR STONE COMPANY of River Rouge, Michigan, party of the second part.

WITHESSETH: that

WHEREAS: a licence agreement has been entered into between the partice hereto, dated the 29th day of Kungallar, 1921, which licence agreement is hereby referred to and made part hereof;

HOW, THEREFORE, IT IS AGREED RETWEEN THE PARTIES HERETO AS FOLLOWS:

The ALLIS-CHALMERS COMPANY having agreed to pay revalties to said Thomas A. Edison on account of the crushing Rolls of the punbar stone Company at River Rouge, Michigan, it is agreed between the parties herete that the said agreement of the Allis-chalmers company to pay eaid royalties to said Thomas A. Edison on account of the grushing Rolls of the punbar stone Company at River Rouge, Michigan shall be taken and considered as payment in full by the number stone Company to said Thomas A. Edison of the royalties provided for in said license agreement between the parties herets. to be paid by said numbar gione Company or its transferee for the use of said crushing Rolls of the pumber Stone Company at River Rouge, Michigan within the territory set forth and limited in said license agreement. The provisions of this agreement shall not affect the provisions of said license agreement requiring the licensee to make known to the licensor the operation of said rolls or in any respect except to relieve the Dunhar Stone Company or its transfered from the payment of royalty for the use of said

rolls within the territory set forth and limited in the said license agreement.

IN WITNESS WHERROF the parties hereto have executed this agreement in duplicate, the day and year first above written.

WITHERS:

Womallo ATTEST:

BY Harry J. Dunkar Price.

PRESIDENT.

AGREERENT between THOMAS A. EDISON EMPIRE LIMESTONE COMPANY. Dated, November 29 1911. () is a

1. H.

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THIS AGREMENT MADE AND ENTERED INTO THIS 20 Ld day of McAumain, A. D., 1911, between Thomas A. EDISON of west Orange, New Joresy, party of the first part, and EMPIRE LIMESTONE COMPANY of Pokin, N. Y., party of the second part,

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WITNESSETH: that

where As a license agreement has been entered into between the partice herete, dated the 20th day or key.

1911, which license agreement is hereby referred to and made part hereof;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

The ALLIS-CHALKERS COMPANY having agreed to pay revelties to said Thomas A, Edison on account of the grushing Rolls of the Empire Limestone Company at Pekin, N. Y., it is agreed between the parties herete that the said agreement of the Allis-Chalmers company to pay said royalties to said Thomas A. Edison on account of the grushing Rolls of the Empire Limestone Company at Pekin, N. Y. shall be taken and considered as payment in full by the Empire Limestone Company to said Thomas A. Edison of the royalties provided for in said license agreement between the parties hereto, to be paid by said Empire Limestone Company or its transferred for the use of said Crushing Rolls of the Empire Limestone Company at Pekin, N. Y. within the territory set forth and limited in said license agreement. The provisions of this agreement shall not affect the provisions of said license agreement requiring the licensee to make known to the licensor the operation of said rolls or in any respect except to relieve the Empire Limestone Company or its transferes from the payment of royalty for the use of saidrolls within the territory set forth and limited in the said license agreement.

IN WITHEST SUPPLEOF the parties hereto have executed this agreement in duplionte, the day and year first above written.

WITNESS A

Alj Thomas

ATTEST:

BY 40

PRESENT.

ATTEST

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Dated, 1911.

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THIS AGREEMENT made and entered into this and day of Norther A.D., 1911, between THOMAS A. EDISON of west Orange, E.J., party of the first part, and the CHURCH QUARRY COMPANY, auccessor to the SIELEY QUARRY COMPANY, a corporation of the State of Michigan, having its office at Silbey, Wayne County, Michigan, party of the second part,

WHEREAS the party of the first part has heretofore granted to the SIBLEY QUARRY COMPANY, predecessor of the party of the second part a certain license under letterspatent of the United States Nos. 672,616 and 672,617 of April 23, 1901, for Method of, and Apparatus for, breaking rock, and under certain other letters-patent of the United States and applications therefor, as will more fully and at large appear by reference to the agreement in writing between the said parties hereto granting such license; and

WHEREAS the party of the first part is desirous of granting a certain license under said letters-patent Nos. 672,616 am 672,617 to the Dunbar Stone Company of River Rouge, Michigan, which proposed license has been submitted to the party of the second part by the party of the first part; and

WHEREAS the Allis-Chalmers Company, a corporation organized and existing under the laws of the State of New Jersey, with general offices at Milwaukee, wis., has offered to pay to the party of the first part, in full settlement of all royalties payable under said proposed license;-

"Six tenning (s/10ths s) of a cent per cubic yard of all material orushed by or passed through the relative the Plant of the DURBAR STONE COMPENY, and which may be crushed or broken stone, including screenings and waste, when the same is sold or used in making Same Limb Bricks, Artificial Stone, 100cks, artificial Stone, 100cks, under the property of the property

and WHEREAS the perty of the first part has prosecuted a suit based on said letters-patent Nos. 672,616 and 672,617 in the Circuit Court of the United States for the Western District of New York against said Allis-Chalmers Company, Ampire Limestone Company and the Casparts Stone Company as defendants, in which suit a decree has been entered upon final hearing, sustaining said letters-patent and each of them and finding infringement and granting an injunction; and WHEREAS an appeal has been taken from said decree in said suit and it is desired by all parties in interest to terminate the litigation of said suit;

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NOW, THEREFORE, it is agreed by and between the parties hereto as follows;-

FIRST: The party of the second part hereby approves and authorizes said license agreement which the party of the first part proposes to make with the maid Dunbar Stone Company.

SECOND: In consideration thereof the party of the

first part agrees to pay over to the party of the second. part, so long as the license heretofore granted by the party of the first part to the SIRLEY QUARRY COMPANY, predecessor of the party of the second part under said letters-patent Nos. 672,616 and 672,617 shall continue in force, all the royalty paid by said Allis-chalmers Company to the party of the first part under the provision of the offer of the Allis-Chalmers Company above quoted, on account of material crushed by, or passed through, the said rolls at the plant of the Dunbar Stone Company, PROVIDED, HOWEVER, that the royalties to be paid over to the party of the second part by the party of the first part in accordance with this agreement and any other agreement or agreements shall not, in the aggregate, in any calendar year, exceed the total amount of the royalty payable by the party of the second part to the party of the first part for the same calendar year. The adjustment of any differences in the said payments of royalty between the party

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of the second part and the party of the first part which may arise by reason of any disparity in the amounts of monthly royalties paid, or for any other reason, shall be made quarterly or more often as may be mutually arranged from time to time between the parties hereto.

THIRD: In consideration of the agreement of the party of the first part to pay over to the party of the second part the royalties above specified the party of the second part hereby releases the Allis-Chalmers Company and the Dumbar Stone Company from all claims and demands for damages and profits which the party of the second part may now have on account of past infringement of said letters-patent Nos. 672,616 and 672,617, or either of them, in so far as the plant of the Dumbar stone Company at River Rouge, Mich. is concerned, and the party of the second part agrees that the agreement of the party of the first part to pay over to the party of the second part the royalties above specified shall be taken as payment in full of all royalties provided for in said license agreement which the party of the first part proposes to make with the said Dunbar Stone Company.

FOURTH: This agreement shall be would in the event that the party of the first part does not make said proposed license agreement with the Dunbar stone company.

IN WITHESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written.

WITHESS:

Shomas a Edwon

Party of the first part.

CHURCH QUARRY COMPANY,

Pres.

Party of the second part.

ATTEST:

The SIBLEY GUARRY COMPANY hereby represents and warrants that the CHURCH QUARRY COMPANY is its successor and has full right and authority to make the foregoing agreement with Thomas A. Edison.

Dated 1911.

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SIBLEY QUARRY COMPANY,

President.

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AGREEMENT

between

THOMAS A. EDISON

and

TUR MELLEY ISLAND LIME & TRANS-PORT COMPANY.

Onquial

Dated, November 22, 1911.

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THIS AGREEMENT made and entered into this 22ML day of New May A.D., 1911, between THOMAS A. ELISON of west Orange, N. J., party of the first part, and the KELLY INLAND LIVE & TRANSPORT COMPANY, a corporation of the state of Ohio, party of the accord purt, WITHERSETH;

WHEREAS the party of the first part has heretofore granted to the party of the second part a certain license under lettero-patent of the United States Nos. 672,616 and 672,617 of April 23, 1901, for Nethod of, and Apparatus for, breaking rock, and under certain other letters-patent of the United states and applications therefor, as will more fully and at large appear by reference to the agreement in writing between the omid parties hereto granting such license; and

WHEREAS the party of the first part is desirous of granting a certain license under sold letter-patent Nos. 672,616 and 672,617 to the EMPIRE LIMETONE COMPANY of Pekin, N. Y., which proposed license has been submitted to the party of the second part by the party of the first part; and

WHEREAS the Allis-chalmers Company, a corporation organized and exinting under the laws of the State of New Jersey, with general offices at Milwaukes, Wiss, has offered to pay to the party of the first part in full settlement of all reynlities payable under said proposed license;-

The what (1/m) cent for every cubbe yard of all material arranked by or passed through the Rolls at the Flant of the EMPIRE LIMESTORE COMPANY and which may be cruched or broken stone, including sorcenings and waste, when the same is sold or used in making near the waste when the same is sold or used in making near the waste if not not only the same including some stone of Bricks or Artificial Rions, Blocks, Lime, to small or royalties shalled in the manufacture of Bricks or Artificial Rions, Blocks, Lime, to small or royalties shalling the same stone of the same state of such material, in once of the Empire Limestone too, an any one year during this agreement provided however that in the event that the material rounded by mary during this agreement of the same state of such material or supplied the same company or any part thereof except sorcenings is sold or supplied by the Empire Limestone Company to others than the Lackswama

Steal Company, the said limitation that me reveal ties shall be paid on a greater amount than three hundred thousand cubic yards of much material in any one year during this agreement shall become and be of me effect, and provided party of the second part to the party of the first part on all screenings and waste in excess of said three hundred thousand cubic yards hereafter of the country and the said of the party of the country of the

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WHEREAS the party of the first part has prosecuted a muit based on said letters-patent Nos. 672;616 and 672,617 in the Circuit Court of the United States for the Western District of New York against said Allis-chalmers Company, Empire Limestone Company am The Casparis Stone Company, in which suit a decree has been entered upon final hearing, sustaining said letters-patent and each of them am I finding infringement and granting an injunction; and

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WHEREAS an appeal has been taken from said decree in said muit and it is desired by all parties in interest to terminate the litigation of said suit;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows;-

FIRST: The party of the second part hereby approves and authorizes sold license agreement which the party of the first part proposes to make with the said Pmpire Limestone Company.

SECOTD: In consideration thereof the party of the first part agrees to pay over to the party of the second part, so long as the license heretofore granted by the party of the first part to the party of the second part under and letters-patent Nos. 672,616 and 672,617 chall continue in force, all the royalty paid by said Allis-Chalmers Company to the party of the first part under the provision of the offer of the Allis-Chalmers Company above quoted, on account of material crushed by, or passed through, the said rolls at the plant of the Empire Limestone Company, PROVIDED,

HOWNER, that the royalties to be paid over to the party of the second part by the party of the first part in accordance with this agreement shall not, in the aggregate, in any calcular year, exceed the total amount of the royalty payable by the party of the second part to the party of the first part for the same calendar year. The adjustment of any differences in the said payments of royalty between the party of the second part and the party of the first part which may arise by reason of any disparity in the amounts of monthly royalties paid, or for any other reason, shall be made quarterly.

THIRD: In consideration of the agreement of the party of the first part to pay over to the party of the second part the royalties above specified the party of the second part hereby releases the Allis-Chalmers Company, the Empire Limestone Company and The Casparis Stone Company from all claims and demands for damages and profits which the party of the second part may now have on account of past infringement of said letters-patent Nos. 672,616 and 672,617, or either of them, in so far as the plant of the Empire Limestone Company at Pekin, N.Y., is concerned, and the party of the second part agrees that the agreement of the party of the first part to pay over to the party of the second part the royalties above specified shall be taken as payment in full of all royalties provided for in said license agreement which the party of the first part proposes to make with the said Empire Limestone Company.

The party of the first part covenants that he will furnish to the party of the second part promptly as the same are received by him, duplicates of all reports made to him by end Empire Limestone Company pursuant to the license to be granted to it as aforesaid, showing the quantity of material crushed, including the quantity of screenings and waste produced, and the quantity of such screenings and waste which has been sold or used for any occasoral or manufacturing purpose, and the party of the first part further agrees that he will, at the request of the second party, appoint the nominee of the party of the second part as an authorized representative of the party of the first part for the examination of the books of said Empire Limestone Company.

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FOURTH: This agreement is supplemental to a certain memorandum of agreement made and entered into on the 16th day of August, 1909, by and between the parties hereto, which said agreement is hereby confirmed and is to be and remain in force except as herein modified, and is in licu of and in full satisfaction of the covenants of the Licensor (party of the first part herein) contained in that part of the Fourteenth Article of said agreement whereby the Licensor covenants with respect to the muit hereinbefore mentioned, then pending in the United States Circuit Court for the western pistrict of New York against the Allis-Chalmers Company, Empire Limestone Company and The Camparis stone Company, and with respect to the granting of a license for the operation of the crushing rolls located at Pekin, New York, to which said muit related, that the Licensor (party of the first part hereto) should pay to the Licenses (party of the second part hereto) a certain percentage of certain royalties to be received by him upon stone crushed by said crushing rolls at Pekin, New York and the faithful performance of this contract on the part of the party of the first part hereto shall be deemed a full

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compliance with the aforesaid covenants of said contract of the 16th day of August, 1909, relating to said suit and the payment of said percentage of said royalties on stone crushed by said crushing rolls at Pekin, N. Y.

FIFTH: This agreement shall not become effective until the party of the first part shall make said proposed license agreement with the Empire Limestone Company and said proposed agreement with the Allis-Chalmers Company whereby it agrees to make the aforesaid royalty payments.

Party of the first part agrees to use due diligence in ascertaining and collecting said royalty utilizing all necessary proceedings therefor and to account for the same as received by him.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

WITNESS:

Womaldony
Party of the First Part.

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THE KELLEY ISLAND LIME & TRANSPORT

By Swareing

President.

Party of the Second Part.

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UNITED STATES OF AMERICA,)
western District of New York)

I, MARRIS S. WILLIAMS, Clerk of the Circuit Court of the United States, for the western District of New York, do hereby certify that I have compared the annoxed copy of injunction and Marshal's Return in re Thomas A. Edison-vs-Allis-Chalmers Co. et al with the original entered and on file in this office, and that the same is a correct transcript therefrom, and of the whole of said original.

And I further certify that I am the officer in whose countedy it is required by law to be.

(seal: Circuit Court of the United States. Western District of New York).

IN TESTIMONY WHEREOF, I have caused the seal of the said Court to be afrized at the city of Burfale, in said District, this 19th day of December, A.D., 1911.

HARRIS S. WILLIAMS, Clork.

United states of America,) settlement District of New York)

I hereby certify and return that I served the annexed injunction on the therein-named Empire Limestone Company by David Hyman, vice Pres. of said Company, and on Allis Chalmers Company by C. R. Tatem, Manager for said Company by handing to and leaving a true and correct copy thereof with each of them, and by showing each of them the original Injunction with the seal of the Court thereon personally at Buffalo, in said District on the 16th day of pecan.

Wm. R. Compton, U. S. Marshal. By Maurice L. Doty, Deputy.

The President of the United States of America to Allis-chalmers Company, Empire Limestone Company and The Casparis Stone Company and each of them, and each of their officers, agents, attorneys, associates, servants, workmen and employees and all persons claiming or holding under them or any of them, GREEZINU:-

WHEREAS, on the 13th day of June, 1911, in a suit in equity pending in the Circuit Court of the United States for the Western pistrict of New York, between Thomas A. Edicon, complainant, and Allis-Chalmers Company, Empire Limestone Company and The casparis Stone Company, defendants, on Letters-Patent of the United States, No. 672,616 and 672,617, issued April 23, 1901 to Thomas A. Rdison, a decree was entered holding that said Letters-Patent are good and valid as to the claims thereof and that said Thomas A. Edison is and has been since April 23, 1901, the sole and exclusive owner of the legal and equitable title in and to said letters-patent, finding that the said defendants have infringed claims 1 and 2 of said letters-patent No. 672,616 and olnims 1, 2, 3, 4 and 7 of said letterspatent No. 672,617, and enjoining said defendants and their officers, agents, etc. against further infringement of said claims and directing that said defendants account to said complainant for all the profits made by main defendants and for all the damages suffered by said complicinant by reason of said infringement by said defendants, and directing that the complainant recover from said defendants the costs of said suit to be taxed as provided in said decree;

And WHEREAS said defendants took an appeal from said decree to the United States Circuit Court of Appeals for the Second Circuit;

And WHEREAS, as appears by the mandate of said United States Circuit Court of appeals filed in the office of the clerk of said Circuit Court of the United States for the western District of New York on the 7th day of December, 1911, that the said appeal was dismissed;

and WEREAS, by a decree entered on said mandate on the 7th day of pecember, 1911, the decree of the said United States Circuit Court of Appeals was made the decree of the said Circuit Court of the United States for the Western Detrict of New York;

And WHEREAS, as appears from a final decree in said muit entered on the 7th day of pecember, 1911 in the office of the clerk of said Circuit Court of the United States for the Western District of New York, it has been represented to us in our Circuit Court of the United States for the Western District of New York in the Second Circuit, that letterspatent of the United States No. 672,616, for Method of Breaking Rock, and No. 672,617 for Apparatus for Breaking Rock, granted to Thomas A. Edison on April 23, 1901 are good and valid as to claims 1 and 2 of No. 672,616 and as to claims 1, 2, 3, 4, 5, 6 and 7 of No. 672,617, and that Thomas A. Edison is now and has been since April 23, 1901 the sole and exclusive owner of the legal and equitable title in and to said letters-patent No. 672,616 and 672,617, and that you, the said Allis-Chalmers Company, Empire Limestone Company and The Casparis Stone Company have infringed upon said letters-patent by the manufacture, use and sale of apparatus for breaking rock operating according to the motheds and inventions of claims 1 and 2 of said letterspatent No. 672,616, and containing the combinations and inventions of claims 1, 2, 3, 4 and 7 of said letters-patent No. 672,617, infringing each of the claims mentioned of said two letters-patent;

Now, therefore, we perpetually enjoin and restrain you, the said Allis-Chalmers Company, Empire Limestone Company and The Gasparis Stone Company and each of you, and

your and each of your officers, agents, attorneys, associates, servants, workmen and employees, and all persons claiming or holding under you or any of you, from manufacturing, using or selling, or in any way disposing of, apparatus for breaking rock operating in accordance with the method or invention of claim 1 or of claim 2 of said letters ... 72,616, or containing the combinations or inventuins of olding 1 4 or 7 of said letters-patent No. facturing, using of selling or incany may disposing of, apparatus or a vices which embody the combination or invention of any of said claims men tioned of maid two letters-patent. be constructed or operated in acc using or employing in any way the method apecified in claim in claim 2 of said letters-pate & 1 ense of complainant.

Witness the HONORABLE EDWARD D. WHITE, chief Justice of the supreme Court of the United States, at the City of Buffalo, in the western District of New York, on the 15th day of December, 1911.

(Seal: United States Circuit Court. Western District of New York)...

HARRIS S. WILLIAMS, Clerk.

LOUIS RICKS, Solic itor and Counsel for Complainant, 71 Nassau Street,

New York, N.Y.

W well to John the Minness

THE EDISON CRUSHING ROLL CO.

ROCK CRUSHERS
RINCIPAL OFFICE, EDISON LABORATORY, ORANGE, N.J.

WORNS OFFICE, STEWARTSVILLE, N.J.

December 27, 1911.

Mr. H. F. Miller, Edison Laboratory, Orange, N. J.

ano 17/29

Dear Sir: -

In connection with the contract between

Mr. Edison and the Church Quarry Co. relative to the royalty to be paid by the Allis-Chalmers Co. for account of the Dunbar Stone Co., Detroit, please note that on Dec. 12th Mr. Edison signed a letter, which was forwarded to them, substance of which is as follows:-

"Refering to the contract between your Company and myself under which I ma suthorized to execute the License Agreement with the Dunbar Stone Co., Detroit, Mich., beg to state that it is my understanding that any royalities recoived from the Dunbar Stone Company of the Company

The reason for the matter having been of the contract as first drawn, by which the royalty from the Dunbar Stone Co. was to be considered as applying against the total amount of the royalties paid by the Church quarry Co. under the terms of previous contract, and I told him that if he would sign the contract as drawn, so not to delay the closing of the matter with the Allis-Chelmers Co., that I would have Mr. Edison

write him a separate letter changing the terms of the contract, which was done on Dec. 12th, 1911, and you have copy of letter in your book.

Will you therefore attach my letter to the agreement with the Church Quarry Co., so that there can be no misunderstanding in the future, and please also note that any royalties that you receive from the Allis-Chalmers Co. for account of the Dunbar Co. are to be turned over to the Church Co.

Please acknowledge receipt of this letter, stating that you understand the conditions of it.

Yours very truly,

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money ministraged to the before all using the above ser dictated by obus

Legal Series -- Harry F. Miller File Group 2: Financial Material (1913-1914)

This folder, covering the years 1913-1914, contains groups of documents that are related to entries made by Harry F. Miller in an unidentified journal. On the back of the last page in each group is a number that presumably corresponds to the number in the journal entry, included are items pertaining to loans made to Edison by Henry Ford and Miller Resea Hutchison and to a gift of \$100,000 in Edison Storage Battery Co. stock from Edison to this son Charles. Also included are documents concerning Edison's stock and bond holdings in the Condensite Co. of America, Edison Portland Cement Co., and Halogen Products Co., as well as other financial transactions involving Rosanna Batchelor, the widow of longtime associate Charles Batchelor; investor James Gaunt; and the Motion Picture Patents Co.

The groups have been filmed in numerical order. The group number appears on the miorofilm at the beginning of each group and below each document in that group.

Approximately 50 percent of the documents have been selected, including all of the Items in each selected group. The unselected groups consist of records of routine internal transactions and payments; items pertaining to Edison's companies rather than to him personally; and material that duplicates the information in the selected documents.

Notes Receivable \$13,770.00 apr. 1913

Jo Edwin Post Cenent & Bond Reserve 13770.00

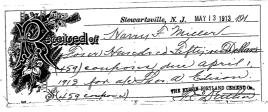
J. 459 Construct due apr est 1913 & 32 Each for which they give their note stated apr 187913

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[ATTACHMENT/ENCLOSURE]

Mr Edison The Codison Orthorn Council las have gran you a not for \$13,770.00 due Dec 1903 Is this acceptable AFM



Jud also.

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Note lated June 24th 913

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To 248,44 shows box 4733 of Leducon Phonograph Hords Stock at board walnut \$28,24 few shared bounged by M. Edicon as per letter of July 15th 1913 for which he is to pay as follows I 5,226,53

Construction 15,226,53

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Jan. 15, 1913.

Mr. Edison:

In reference to the Helogen Products Co., the annual meeting was held to-day.

When the Company was formed it was thought that \$10,000 cash would be sufficient to install the apparatus and put the company on a paying basis. This would probably have been the case if the storage Battery Co. had continued to use the Tetra to the amount anticipated. A good many changes in the apparatus were found necessary and a special distilling apparatus had to be installed, because it was found that there was practically no demand for the crude saterial; what people wanted was the refined wax of light color. The saking of these changes has involved an expense of about \$7,000, which is now owing to the Pennsylvania Sait Rig. Co., and on which they are pressing for payment. Further changes to be made will probably require a few hundred collars more.

The situation which therefore confronts us is, that we must ruise more copital.— chough to pay the indebtedness of between seven and eight thousand dollars to the Fennsylvania Salt Mfg. Co. and to provide additional capital to run the bustness.

Mr. Dyer tolls me that he has submitted the actter to the directors of the Condensite Co. (which is now on a profit- able basis) and that the Condensite Co. will take over the Halogen Products Co. on the following basis:

1. Stock in the Halogen Co. will be exchanged for stock in the Condensite Co., share for shere, either common or

Mr. Edison- 2.

preferred, as you desire. Since the preferred atock is not cumulative, ToolsiderSthe common stock more valuable.

- The Condensite Co. will assume all obligations
 of the Helogen Co. and take over all its assets, including
 patents, apparatus, accounts receiving and each.
- The Condensite Co. will take over and assume the obligations of the contract with the Eddson Co. to supply Hologen products to the Eddson Co. at east plus 15%. The Condensite Co. will also assume the obligation of the Hologen Co. to permit the 15% profit to be credited to the account of the Eddson Co. until the account is wifed out.
- 4. The Condensite Co. will assume the obligations of the contract with the Pennsylvania Salt Hfg. Co. and meet all of its bills as rendered. The Condensite Co. will agree to raise not less than \$16,000 cash to pay the indebtedness of the Pennsylvania Salt Hfg. Co. and provide capital for running the Dusiness.
- I think that this proposition should be accepted. If not, then we will have to take steps to rate additional copital for the Helogen Co. by selling additional stock.

 Or, if you would prafer, I can present the matter to the Pennsylvania salt Hig. Co. and see if they would be interested in the proposition. Possibly they would be willing to take it over. Of course it would also be possible to have the Edicon Co. continue to advance money to keep the Helogen Co. going, the amount to be returned on the 15% basis. Hr. Dyor lower the entire matter to you and will agree to any of the above

January 15, 1913.

REPORT ON HALOGEN PRODUCTS COMPANY

Chlorinating unit and stills sent to plant of Fennsylvanic Salt Mfg. Co., Wyandotto, Mich., in May, 1912, at which time Lancaster with two helpers went out to make the installation.

Owing to the absence of the Superintendent of the Salt Company's plant, Hr. Vorce, and the break-down in their plant, we did not operate until August. We then found numerous changes necessary in the equipment which reduced the capacity of the unit from 1750 lbs. to 750 lbs. of Tetra per dies.

The stills are now being altered to produce the desired form and will undoubtedly be roudy for operation by Pobruery lot.

ORDERS FILLED

Walpole Rubber Co., Condensite Co.	2018 1740 1299		Crude Hexa Dist Mono
T. A. Edison, Inc.	674	17	Chloro-Phenol
Western Electric Co.	120	11	Dist. Tri, Oxid.

PROSPECTS

The Mestern Electric Co. have made all their laboratory tests and have approved the exidized distilled the which we have shipped on their order to their factory at Hawthorne, Ill., for commercial application, and they have promised definite word in this matter by February 1st. In the meantime, we are to make up 200 lbs. more of this form to show our ability to exactly duplicate the product. They will use 400 lbs. a day.

General Electric Co., Pittsfield, Hass., have tested out the Distilled Tetra end on the 11th inst. wrote for a price (large quantities). Gave them a price of 15\$ f.o.b. Wyundette for monthly enviced lots.

General Electric Co. of Schemectedy are now waiting for a supply of Distilled Hoxa for impregnating armsture coils, mixing with rubber for insulated wires and for impregnating the braid of covered wire. Hr. Aylaworth upon the afternoon of the 9th at the plant and the evening with Dr. Steinmetz, who was very enthusicatic ever the material and we are now getting up for him a full line of samples showing all forms. As soon as we am give them the improved quality of Distilled Hoxa they will make immediate tests for the above purpose.

The Welpole Rubber Co. found the Grude Hexa, of which they had a ton, not exactly suited to their requirements, and their Engineer recently visited us to secertain the heat form for his uses and assures us he will use Halowax in large quentities as seen as he definitely decides on the best form.

The Goodyear Rubber Co. of Akron, Ohio, have shown come interest, but business is delayed with them until we can provide them with the improved distillation of the Hexa.

It seems almost sure that then we can show the new distillations that we can establish satisfactory business with the various electrical and rubber factories.

3

By enticipating their requirements, placing an order for 5000 lbs.
Distilled Chloro-Phenol, the Edison Co. can got the material at a much lower cost than placing their order in small lows, and we figure that by the time this order would be completed the Western Acctric Co. business and business from the Welpole lighter Co. would be coming in to onable us to continue the operation of the plant.

We have out down our factory labor by half, Mr. Lencaster having dispensed with the services of the two men when he took out with him and now employs a worlden accourse locally at 17 1/2 β on hour.

OR=

RECEIPTS

T. A. E. Inc. Loan a/c	\$10,900.00
Stock sold for cash	400.00
Realized Mdse. Sales	743.81

DISBURSEMENTS

Material		02,315.95
Labor, Steam, Elect. etc.,		1,646.76
Machinery, Instal., Tools, e	te	9,962.00
Hiscel. General Expense		3,335.20
Cash Balance	_	1,320.88
•	\$12,043.81	\$18,580.79
Due Penna. Salt Co. 5927.93	6,536.98	
" T. A. E. Inc. 609.05	18,580.79	\$18,580.79

Value	of	finished pr	oduo	t	on	hand,
Value	of	Haphthalone	on	h	ınd	

\$ 656.23 1,155.67 \$1,811.90

FINANCIAL REPORT OF THE HALOGEN PRODUCTS COMPANY PROM DATE OF ORGANIZATION TO JANUARY 1, 1913.

NOTE: The December account of the Pennsylvania Salt Mfg. Co. amounting to about \$1,000 is not included.

Mo Edison

Regarding the attached Minute

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of record to any transfer of stock I had

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where of 40% of the total on sensed

lud your interest in the Company would

always be protected

Hanny Is the stock which is to led townsfarred to me fully paid atock (Stock wind for palents otherwise to no good

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The Doper:

The Red Stock cutification for your signature.

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shadvanced amounted follows: - Mar. 26-08 5000,00 May 24-09 450000 Dec 8-09 500000 Jeby 1-10 200000 Jeby 25 13 1000.00 1000.00 Mar 31-13 \$22.75000 The balance \$ 19,800 38 we have sent her bills committee of the

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Jud 260. Bothan Contland Coment to \$1377000
To Edison But Count of 60% Done Seteral \$1377000.

To 45 g Conposer due Oct 14 1913 & 302 carl part by note.

EDISON PORTLAND CEMENT COMPANY OFFICE OF THE PRESIDENT

BROADWAY AND 26TH STREET.

aus 4/1

New York City. March 31st.1914.

Mr. Harry F.Miller.

The Thomas A. Edison Laboratory,

Orange,N.J.

Dear Harry:-

Referring to your inquiry relative to notes for coupons due Mr. and Mrs. Edison, I beg herewith to hand you a letter from Mr. Deltiin, which explains itself and from which you will note, that on December 1st,1913, when renewal notes were issued to all the Directors, the two notes, that I beg herewith to enclose, and which I would ask you to mark off your list of notes, were included in notes which fell due December 1st,1915.

I am not quite clear in my recollection whether or not, these new notes had been sent to you. If not please advise me at this office and I will look the matter up when I return to the plant on Saturday.

If you have received them, will you not return to us the old notes, together with the coupons, as stated in Mr. Dietlin's letter.

Yours very truly

Womallon President.

WSM. SFD

Shomas a Edison

The Edison Portland Cement Co.

Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.



P.O. ADDRESS. STEWARTSVILLE, N. J. March 30, 1914

Mr. W. S. Mallory, President, New York Office.

Dear Sir: -

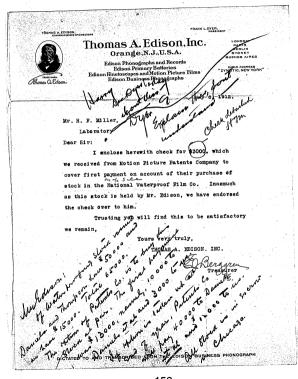
In accordance with telephone conversation of this A. M. I am enclosing herewith the notes in favor of Mr. & Mrs. Edison, which matured on December 1st. 1913. In order to get our liability for unpaid coupons off the books, it was necessary that these notes were put through our records at the time they were drawn. October 1, 1913. On December 1, 1913, when we issued renewal settlements for all the Directors notes due on that date, these two notes were included in the new notes dated December 1, 1913, due December 1, 1915, given to Mr. & Mrs. Edison, as per the statements herewith attached. Mr. Miller, should therefore receipt these two vouchers and return them to us together with the 759 coupons which came due October 1, 1913, and all the old notes covered by our renewal notes dated December 1, 1913, due December 1, 1915 for \$28,080.00, \$203,203.43, and \$1,720,043.14.

Yours very respectfull

mo Edwins nate. 203203-43 notes Sales Sev. 1, 1913 dew Dec. 1, 1915 mude up as follows: note bete ant. och 81-11 121250.75 apr. 1-12 8 mo. 22770.00 och. 1-12. 147. 2mo. 13770.00 8 mes. 550-80 apr. 1-13 13770-00 och 1-13 13770.00 19 0 85-68 -185330-25 19085-68 204415-93 1212-50 X. arrawet of new notes 202203.43 dated NEC. 1-1913 * This cours Interest dece Dec 21, 1911 on note for 12, 180, 78 listed above - and was paid by note for 18 766-15 dried apr. 1, 1912 but bearing Interest from Dre. 21, 1911.

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Cable Address" Edison NubYork"

Trom the Laboratory

Thomas A. Edison,

Orange, N.J. July 8th 1944

Received of Thomas a Edison 1000 shares Edison Cortland Cement Co. Common, Cert + 1724

.. Educon Storage Battery Co.

Gift

Charles Edison

Just class June les Après och film frag les de la ser Company and recensioner at the frag less of series the frag less of grant the sure of motion of the frag less of grant the sure of motion as a series of the sure of motion as a series of the sure of motion as a series of the sure of the sure of motion as a series of the sure

THE NEW JERSEY ZING COMPANY.

FRANKSIN FURNAGE Ni.J. Feb. 6/14.

SUBJECT EDISON TIMBER TRACT.

Chil

W. S. Mallory, President, Edison Portland Cement Co., Stewartsville, N.J.

Dear Sir:

Confirming our 'phone proposition to you of even date concerning the timber matter referred to in yours and Mr. Carhart's letters of the 30th ult., I can offer you \$22,500.00 for your Edison timber tract of approximately 2246 acres. This would be strictly a cash proposition and in other respects as outlined in my offer of the 24th ult.

I make this proposition with due consideration for Mr. Edison's mineral rights, as outlined in your letter of the 30th ult.

As stated to you verbally I am leaving for the South Tuesday, the 10th inst., and I understand you will advise me tomorrow by 'phone the result of your interview with Mr. Edison, which will, if the proposition is accepted, permit me to get together with Mr. Carhart or such other parties as you may delegate on Monday, the 9th inst., to close the doal.

I endeavored to get in telephone communication with Mr.
Carhart both yesterday and today, but without success, and I sincerely trust that there will be no misunderstanding on his part because of the fact that I have taken this matter up directly with you.

Thanking you for your consideration of the personal feature involved in my attempt at hastening these matters, I am, Very truly yours,

cmr/b. FEB - 7 1914

Edito Stilius, Edisom Sciklish " From the Laboratory Thomas A. Edison, Orange, NG, 1906, 7, 1914.

> Mr. W. S. Mallory, Pres. Edison Portland Cement Co., Stemartsville, N. J.

Dear Mallory:-

This is to confirm the decision I endorsed on your letter of yesterday in regard to the offer of \$ 22.500.00 by the the New Jersey Zino Co. for the land located at Edison, N. J. I understand that Meadowordt has telephoned it to you through Billor. The decision is as follows:

You can accept offer, but must be careful to reserve all mineral rights and all the land and facilities to operate the mines, and use of mater, etc.

Yours very truly.

The Carbon Copy of this letter is in the Legal Department file 2118

... O D E Y

17.1

Letter Press Copy in Legal Department Letter Book

February 11, 1914

A. P. Cobb, Vice President, The New Jersey Zine Company, #55 Wall Street, New York, J. Y.

Gontlemen:

Regarding the so-called Edison timber tract recently acquired by me from the raceiver of the New Jersey and Pennsylvania Concentrating Works:

I accept your cash offer of \$22,500, for this tract, consisting of about 2248 weres, located in Sussex and horris Counties, Hew Jersey; it being understood that I shall convey sich rights as I have acquired in this property, excepting and reserving to myself all the minerals in and under the property, with the right to prospect enywhere at any time, to mine and ship ore, erect such buildings and lay such tracks on said tract as may be necessary in connection with the mining, preparation and shipping of any and all ores, and with the right to use the roads on said tract and any waters on said tract which may be necessary for amining, dressing and preparation of ores for the market; and with the further right to convey away such vaters through natural water courses running through or over said tract.

You shall have thirty days in which to examine title, and I will turn over to you upon request copies of all title papers in my possession which may be of assistance in such examination; it being understood that you will pay the consideration price,

50

A. P. Cobb. Vice President - 2 -

February 12, 1914

and receive deed as soon as examination of title is completed.

There are now on the property certain dismentled buildings and building material which I have heretofore sold to J. H. Oliver & Co. 1414 South Penn Square, Philadelphia, Pa., and this present sale is made subject to any rights which the said J. H. Oliver & Co. may have to remove and carry off said buildings and material in accordance with my agreement with said J. H. Oliver & Co.

Yours very truly

Signed by Thomas A. Edison

July 25-1944

She Girlf and Alastic Stewarth G. Sock \$100.00

To Sul sless atthactic 8. C. \$100.00

To one share of stack Certificate \$3,5 Car value \$100.00

OM THE GULF TO THE ATLANTIC BOD MILES OF TERRITORY SERVED

Caloosahatcher Kiber Steamboat Co.

ADA MAY AND

J.F. MENGE

BARGES FOR HIRE.

THE PASTEST AND BEST PASSENGER AND PRESENT SERVICE TO ALL POINTS ON CALCOSANATCHEE ORANGE AND KISSIMMEE RIVERS LAKE OKEECHOGEE DRAINAGE CANALS

O.F. STANTON

HEAVY TOWING, ETC.

FORT MYERS, FLORIDA. July 11, 1914.

Edis on. Orange, New Jersey,

Dear Sir:-

The Gulf & Atlantic Steamship Company which was incorporated here last Spring is desirous of taking over the entire freight and passenger business of Menge Brothers. is the only means of continuing navigation as the latter firm is forced to retire due to the severe losses incurred by fire and sinking of boats in January and February of this year.

The new Company is now constructing a three deck 100 HP Steamer with accommodations for sixty state room passengers to ply between this City and Miama beginning January The gteamer will be modern in all respects being equipped with private baths and lavitories, electric lights, refrigerator plant, etc., Nearly one hundred representative growers and business men have already pledged \$40,000.00 towards this movement. We need your support for every dollar possible rather than let navigation be suspended. It will require our full capital of \$50,000.00 There is no question about the business being a paying one. Menge Brothers have been in successful operation here upwards of twenty-five years making a start with only a few hundred dollars and had it not

"FROM THE GULF TO THE ATLANTIC"

Calousahatcher Kiver Steamhoat Co.

DOATS
THOMAS A.EDISON
RALPH BARKER
SUWANEE, NYAHZA
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ADA MAY AND

G. F. STANTON, GENERAL FREIGHT & PASSENGER AGENT

BARGES FOR HIRE, HEAVY TOWING, ETC. THE FASTEST AND SERT
PASSENGER AND TREMHT SERVICE
TO ALL POINTS ON CALODSANATCHES,
ORANGE AND KIS SIMMEE RIVERS.
LAKE ORESCHOOSE DRAINASE CANALS
AND THE EAST COAST.

O.F. STANTON

FORT MYERS, FLORIDA.

-2-

been for a series of disasters with no insurance they would have continued.

The new freight tariff went into effect June 20th, which will provide for twenty-five per cent more revenue than last senson which total \$61,000.00. I see no reason why we should not be able to pay two and one half per cent difference quarterly besides establishing a satisfactory fund for repairs, insurances, taxes, degreciations and all other over headexpenses. Please return the enclosed list with a liberal subscription.

Yours very truly,

GFS/P

J. F. Stanton,

38. 38. Randrell Attorney and Counselor at Bair Hort Alvers. Min.

July 25th, 1914.

Hon. Thomas A. Edison.

Orange, E. J.

Doar sir:

Yours of the 23d inst enclosed with certificate of Ath a atland cott
Mus Rough of the Manufield Arthur of the Manufield Arthur of the Manufield Arthur of the Arthu stock No. 20, in The Gulf and Stlantic Steamship Co. for correction, duly localvod. certificate numbered 21 in place of above mentioned certificate numbered SO

Gift of \$2000.00

To Surveyments.
Educa Contlaw Count & Common Stock \$2000.00

To forty shares presented by Ma Educan to Mo Houthilips a former diseptemen. See letter of Mc Holley dated 1/15/4

attacked to Journal Entry. June of Get \$1756

EDISON PORTLAND CEMENT COMPANY

ST. JAMES BUILDIN

Mr. Thomas A. Edison,

Edison Laboratory.

Orange, N. J.

Dear Mr. Edison:

The attached note from Mr. H. M. Phillips. whom, you will remember, was one of our draftsmen and who subsequently worked with you in the Chemical Room, explains itself.

You will remember, that a certain amount of Common Stock was to be given to a few of the boys and I am under the impression that Mr. Randolph has a list, but nothing has ever been done in relation to it. Will you kindly advise me your wishes in the matter? As the stock has no market value, perhaps it would be just as well not to answer the letter.

Yours very truly,

WSM/BC

5703 Northumberland Ave., Pittsburgh, Pa.

Tuly 28, 1914.

The Edison Portland Cement Co., Orange, N. J.

Gentlemen:

Under date of Jan. 8, 1904. I received a communication from your Mr. Melloryidn reply to est inquiry of my own in regard to certain shares of stock held in my name; in which he stated that the stock of thendement nomemony is not to be distributed until the plant has been in Commercial operation for a given time. This time will be determined by Tr. Edison. None of the stock has been delivered to any of the boys as yet and you will be treated on the same basis as the rost.

Thinking it possible that you have overlooked this matter, I wish to inquire if the length of time referred to above has as yet matured.

Yours truly H. M. Phillips

JIL 30 1914

Legal Series -- Harry F. Miller File Group 2: Chemical Correspondence and Contracts (1915-1919)

This folder, which covers the years 1915-1919, consists primarily of correspondence and related agreements similar to the material in the "Chemicals" folders of the Edison General File Series. Most of the selected items date from 1915-1916 and perfain to Edison's production and sale of phenol, aniline, and other organic chemicals during World War I. Included are agreements with the Cambrial Steel Co. of Johnstown, Pennsylvania, and the Woodward Iron Co. of Woodward, Alabama, relating to benzol plants, along with correspondence with New York Edison Co. executives Nicholas F. Brady and Thomas E. Murray regarding Brady's investment in the aniline plant built by Edison at Sliver Lake, New Jørsey. There are also financial agreements and correspondence relating to Edison's purchases of acids and other raw materials and to the sale of his various chemical products. These include benzol purchases from the Dominion Iron & Steel Co. of Nova Scotla, aniline sales brokered by Stanley Doggett, phenol sales to the Picatinny Arsenal, and sales of foluol from the Johnstown benzol plant to the Du Port Co.

Other subjects include Edison's business dealings with the Japanese firm of Mitsul & Co., issues relating to Helminch Hirzel's distillation patents, Edison's exhibit at the National Exposition of Chemical Industries in New York City, the disposal of spent acid, and the pricing of benzol. The documents from 1917-1919 concern the decline of profits from chemical sales, the transfer of Edison's privately-owned plants to the Coal Tar Products Division of Thomas A. Edison, Inc., and the conclusion of his partnership with Brady. In addition to Edison's business secretary Harry F. Miller, the correspondents include Edison's personal assistant William H. Meadowcroft, who managed much of the chemical business; Richard W. Kellow, who succeeded Miller as Edison's secretary, and financial executive Stephen B. Mambert.

The documents in the archival record group at the Edison National Historical Site are filed in 118 numbered envelopes. The selected items have been rearranged in chronological order. An item-level finding aid, with the names of all of the companies with whom Edison transacted business, is available.

Approximately 10 percent of the documents have been selected, including all items reflecting Edison personal involvement along with a representative sample of standard sales contracts. The unselected material

includes documents relating to shipping instructions, tank cars, and the return of empty drums; standard short-term sales contracts without further substantial information, contracts to purchase raw materials, and contracts that were never implemented; and additional accounting documents from 1918 and 1919 pertaining to ownership of the aniline plant.

Related documents can be found in the Chemical Production Records (Special Collections Series) and in the "Chemicals" folder for each year of the Edison General File Series.

Emerge No 58.

THAL TERM PART 16
DEFENDANT'S EXHIBIT JOHN P. MARTIN STENDERS COURT STENDERS VI. 150 NASTAU ST., B. V. THAL YEAR PART 16

Copy was oftenands in lean of the duplicate) 11/1/10 1/2

Mr. Edwin E. Slick, Vice President and General Hanager, Cambria Steel Company, Johnstown. Pa.

Dear Sir:

I hereby agree to erect at my orn expense a Bensol Absorbing and Refining Plant at a place designated by you, and conveniently located near one of your banks of my-mromat Cons were at Johnstoon. This plant shall be cample for absorbing all of the located hydrocarbons from the Coke oven gas, such hydrocarbons being shall obtained the tighteen hundred (1800) gallons, gaze one of less, per day. The lant to be in operation within sixty (50) days from date, unless I am prevented by unavoidable causes from completing within that thes

The Combria Company to rent to me at a nominal rental the ground upon which the plant is to be erected. This plant is to be owned and operated by me, analyse to such writes and regulations as you may lay down to prevent may disturbance of your present gas system, and to provide against prevent may disturbance of your present gas system, and to provide against danger of fire.

You will agree to sell to me all the steam I may require to operate my plant, the price for such s team to be the usual price, provided you have sufficient excess steam caracity to furnish.

pure band and tolucia absorbed, refined and shirped no add plant, it will also pay you ten (10) cents per gallon for all the will also pay you ten (10) cents per gallon for no givent naphthas so absorbed, refined and shirped. The mountaint to call the xylol and solvent maphthas at a profits, however, I am to have the right to return and solvent maphthas at a profits, however, I am to have the right to return the same to the gases without payment therefor to you.

This contract is to cover a period of three (3) years from this date.

At the end of the three (3) year period, you are to have the right original coats, to purchase my plant at two-thirds (2/3) the amount of its original coat. In case you do not desire to purchase the plant at the have the right to remove it. In any event, a destruction of the remove it. In any event, a destruction of beneal and tolunds are only in the right to remove it. In any event, a destruction of beneal and tolunds. In any other period, if you are continuing from you for a further period of them I am to have the option of profit of the remove of the competition of the comp nal plant, at the true market price for the same year by year.

As you have another bank of by-product ovens in connection with

15

Page two-

which you may desire to erect an absorbing and refining plant, I agree that you shall be entitled to use all my plans, to copy my plant, and to receive all necessary expert advice from me or my people to enable you to erect and operate your own plant successfully, without any charge or claim whatseever by me.

Yours very truly,

(signed) That a. Edison

Thomas A. Edison,

Orange, N.J.

We accept the above proposition.

CAMBRIA STREL COMPANY

Vice President & General Manager

43/

March 11th. 1915.

Mr. F. N. Brady,

54 Wall Street,

New York City.

Friend Brady:

Glad you will come in with me, we will help a good many people out of a serious condition, and at the same time be well rewarded. By proposition is to go right ahead and quickly put together a plant to manufacture Aniline, Mitrobensol, Biphenylamine and Acetanilid. All these are made from Bensol, which I now can get.

I think \$35,000 will cover the plant I propose putting in. If you will place the money to my credit, I will give orders for machinery etc. When bills come in I will draw check, send it over to Nurray to countersign and pay it.

You are to be raid all the profits until you have received all your money back, then we own the plant jointly and split the profits. If this is O.K., telephone to me through Headoworoft.

Yours very truly,

Mr. Thomas A. Edison, Orange, H. J.

Dear Sir: -

Have your letter of March 11th, 1915 and instructions have been telegraphed this morning to have two of the 10,000 gallon tenk cars made ready without delay and ahipped to "Thomas A. Edison, o/o Cambria Steel Company, Johnstown, Pa." charges prepaid.

The numbers of these cure are 467 and 468 and they will be lottered "Koith Tank Line" and bear the reporting and identifying marks K. It. I have an ear the regularly authorized reporting marks the contract of the contract

These cars ought to be ready for shipment by the early part of next week and should be in your hands at Johnstown inside of one week from this date.

We enclose two copies of our lease covering the use of these two cars in your exclusive service for one year.

We will wire you when these cars leave Milton, Pa. for Johnstown and we will have the matter taken up with Mr. R.K. Patterson. Supt. Freight Transportation of the Pennsylvania Lines Sast, at Philadelphia, Pa. in regard to the prompt movement of them from Milton to Johnstown.

We also enclose a sample of the blank upon which some one authorized by you should send us a report of the shipments loaded in these tank cars when they are shipped out, and also if possible a report when these cars are shipped back empty, and how consigned, etc. in accordance with the blank.

moving from and to and whother loaded or empty, as the Railroad Companies do not make a report to us except when care pass out of their possession going to another road, in which case they send us a junctional report showing the dollvery.

We presume you will notify the parties to whom you ship the loaded car just how you wish the empty car billed when unloaded, that is, whether you wish to have it billed back to you at Johnstown or otherwise. It would be best, we think, for you to do this, KEITH CAR COMPANY
PEOPLES GAS BUILDING
122 SOUTH HIGHIGIAN AVE.

T.A.E. #2

sending us advice of what instructions you give by the use of this

This is the arrangement which is in effect with our other lessees. Of course, if you would prefer to simply notify us where you ship the car to and to whom the shipment is made giving us the full routing and how you want it returned, we condition bandle the matter and get the car back to you, but see think this is rather a round about way of doing it, and perhaps it would be better for you togo it is not prefer to the condition of the people to whom you consign your shipment.

It also has occurred to us that it might be well for us to stencil on the cars on each side some information showing they are in your service. For instance, the following might be stencilled on the right hand end of each side might service of fhomas A. Edison, Johnstom, Fa. having the letters "In service of" in small type, the balance of the stencilling, ("Throms A. Edison, Johnstown, Fa." in lerger type.

This is done with some of our lessees, and where care are taken on a lease mained for one year or longer, we think it is a good tide. The second is the postified by its less the care as its postified particular service. If you agree with us that this should be put on the care, would be gind to have you telegraph on upon roceipt of this letter Monday morning to that effect.

We have sent instructions to the shops at iditon so that in case you should wire us to put this stoncilling on, we can telegraph them to go shead with same, and they will already have had information in their possession without weiting for the sketch.

Ms may be seen by reading over this contract, it is more lengthy the we sheuld like to have it, but all that it should be seen that the furnish you with care suitable for your contract to the seen of the seen of the seen of the seen of the milesen the care make, we look after the repairs, records and movements and co-operate with you in taking core of your shipments.

We also wish to add that we will be very glad to sasist you in any way in which we can consistently, not only in commetion with these two cars but on any other subject on which we may be able to advise you, as it is our aim to co-operate to the fullest extent with the users of our equipment.

Yours truly.

President

THIS ACREEMENT, made by and between Thomas A. Edison, of Grange, N. J., hereinafter celled perty of the first pert, and Woodward Iron Company, a body corporate under the laws of Delawere, herwinofter celled party of second part,

WITNESSETH:

1. Party of first part agrees, at him expense, to erect a bentol absorbing and refiring plant, at a place designated by party of second part, commentally located ener by-product octs rance at Rooderd, Alabaes, said plant to be capable of treating about 12, Octo or 14,000,000 feet of see deally, plant to be erected and put in operation with methy days from duch hereof, unless party of first part is provented by unsveighble causes from completing within that time.

2- Party of second part agrees to rent to party of first part, at a nominal rest, the ground upon which said plant is to be erected. This plant is to be owned rems, the ground upon which said plans is to be erected. This plant is to be owned and operated by party of first part, subject to such rescondable rules and regulations es party of second part may lay down to prevent any disturbing of its present gas systems, and to provide segment danger of first . The party of second part agrees to sell to party of first part all stoom he may 3- Party of second part agrees to sell to party of first part all stoom he may

require to operate his plant, the price for such steam to be a reasonable or usual price in Birminghem district, provided party of second part has sufficient excess steam capacity to furnish steam required. Party of second part is to furnish party of first

companies to turness seems equares. Party of second part as of standard party of the part with water required, being opportunisty; 250,000 gellons per dwy, and to connect its gas main to party of first part's plant, at its expanse.

A Party of first part suggess to pay fourteen cents per gallon for all bentol and tolled observed and refined by party of first part at this plant, and also agrees and tolled observed and refined by party of first part at this plant, and also agrees one tolder monorous and children by party of large part at the plane, and who agrees to pay to party of second part ten cente per gallon for xylol and selvent nephthas so shorthed and refined at plant, but in case party of first part is unable to sell xylol and solvent nephthas at a profit, he is to have the right to return the same to the gomes without payment therefor, to party of second part, all payments to be made on or before the 20th day of each month for benzol and toluol, xylol and solvent naphthes sharhed and refined during the preceding month, party of first part to submit a written statement to party of second part of smounts so sharbed and refined during preceding month, with the right in party of accord part to check and make exemination of party of first part's books.

This contract shall cover a period of three years from the date hereof, with the option in party of first part to terminate the contract at the end of the first year, or at any time thereafter, and remove the removable parts of the apparatus, with the right, however, or option in perty of second port, stend of three year periad, or on exercise of seid option by party of liret port, stend of three year part abundons plant, to purchase plant at two-thirds of the amount of its original cost. In event party of second port does not exercise option to purchase, party of first part shall have right to remove plant.

If party of second part takes over plant under the provisions hereof, and if, after the expiration of three year poriod from this date, party of second part a. New our expension of ourse yes person from the down party of second part is continuing the production of bench and toluch, porty of first party of option of purchasing from party of second part for period of three years in partity of person and tolucing quality to the capacity of party of first party plant as the market. price from time to time during each year, provided however that in event market price at any time is not satisfactory to party of second part, party of second part shall have the right to decline to sell and store its products sweiting a market price that is satisfactory to it.

IN WITNESS WHEREOF, porty of first and second parts have hereunto set their eignatures in duplicate, this /Stage of March, 1915.

Perty of first pert.

WOODWARD IRON COMPANY.

Vice President party of second part.

Stanley Boggett

Colors, Chemicals, Gils and Mineral Products

90 JOHN AND 11-18 CLAPF STREETS

PRINCIPAL DOMESTIC AND FOREIGN MARKETS

SPECIAL CORRESPONDENTS IN ALL

NEW YORK 3/16/15

Mr. Thomas A. Edison, West Orange, N.J.

Dear Mr. Edison; -

Observing from press account, you are producing Benzol and expect in the near future producing Amiline Oll, which commodities I deal in to some extent, would like to know if you are in position to offer me at this time three or four drums of 90% Benzol and up to 25 or 50 drums of Amiline Oil.

If so, for what price and for what deliveries?

If you are unable to offer me these goods, probably you can suggest to me some source of supply for which information I will be grateful.

SD/HS

fours very respectfully.

Cannot set Thempo I use of for neaking Carbolic acid a will state meaning pure Anchi in 30 days T.E. MÜRRAY. SAWALL ST. NEW YORK.

March 16th, 1915.

W. H. Meadowcroft, Esq.,

Orange, New Jersey. My dear Mr. Meadowcroft:-

Mr. Brady has deposited \$35,000. to Mr. Edison's and my account. I am enclosing you two signature cards for Mr. Edison to sign on line above my signature. Will you kindly re-

turn these cards to me for the Central Trust Company?

In talking with Kr. Edison yesterday, he explained the products that he was to get out of the bensol, and that his plants were big enough to cover his requirements. In connection with this matter, would it not be well for you to get from Kr. Edison what he intends to charge Kr. Brady and himself for the bensol?

Sincerely yours,

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Thomas Munay.

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Jan S

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March 17th. 1915.

Mr. Thomas B. Hurray, 54 Wall Street,

New York City.

by dear Mr. Murray:

instant, and note that Mr. Brady has deposited thirty-five thousand dollars (\$25,000) to the account of Mr. Edison and yourself. I return the signature cards herewith.

In reply to your inquiry as to what Mr.
Edison intends to charge Mr. Brady and himself for the Benzol,
let me say I have talked with Mr. Edison about this and he
says that he will charge to the new plant just what it costs

Yours very truly,

Assistant to Mr. Edison.

I am in receipt of your favor of the 16th

Enclosure.

him for the Benzol.

All communications should be addressed to "Commanding Officer, Picatinny Arsenal, Dover, N. J." OCH/AC

POST OFFICE, ADDRESS: TELEGRAPH, BOVER, EXPRESS, N. J. FREIGHT ADDRESS: PICATINNY ARSENAL,

DOVER, N. J. March 23, 1915.

My dear Dr. Hutchison,

I would suggest that you incorporate a clause in your proposal for bansol providing that no liquidated damages shall be deducted for any delays caused by fire, explosion, etc., or other unavoidable causes. We always put such a clause in our contracts anyway, as you will see from the printed page from our regular contract form which I am sociosing herewith.

The phonol received from you some time ago complied in every way with the specifications which we have embodied in our advertisement. I was careful to see that no requirements were put in our specifications which you could not meet.

Yours sincerely, Odnal Horney

1 Enc.

Dr. M. R. Hutchison, Edison Laboratory, Orange, N. J.

Form 586 B (third sheet).

more such failures to deliver, the contracting officer, or his successor, may, after notification in writing, with the approval of the Chief of Ordanace, United States Army, proceed to complete the delivery of all the material herein contracted for, or any part thereof, in such manner as he may doesn best for the interest of the public service, charging to the contractor any excess of cost over the continued price incurred by such action.

ARTICLE 6. In the event of the failure of the contractor to make acceptable delivery of the material herein contracted for at the rate, or within the period, stipulated in Article 1 of this contract, the contracting officer, or his successor, in lieu of proceeding as provided for in the preceding Article, may waive the time limit, and the contractor shall complete the delivery within a reasonable time, and there will be deducted as liquidated damages from any payment to be made thereafter, /20 of one per cent of the contract price of any material delivered thereafter for each and every day of delay in its delivery beyond the date stipulated in Article 1 for the completion of the delivery. It is hereby mutually agreed that any deduction so made is not imposed as a penalty, but represents the liquidated damages and is based upon a caroful and reasonable estimate of the loss which would actually be sustained by the United States if deprived of the use, as a public utility, of the material in question during the period of delay for which deduction is made. In making final settlement based upon the date of completion of the delivery, the contractor shall receive credit for such delays occurring during the performance of this contract as the said contracting officer, or his successor, may determine to have been due to unavoidable causes, such as fires, unseasonably severe storms, labor strikes, action of the United States, etc., and the date of completion shall be considered for the purpose of final settlement as the date of actual completion of the delivery less the delays found due to said unavoidable causes; but none of the above causes shall constitute a basis for an action against the United States for damages.

ARTICLE 7. No person or persons shall be employed in the performance of this contract who are undergoing sentences of imprisonment at hard labor which have been imposed by the courts of the several States, Territories, or municipalities having criminal jurisdiction.

Hammingshing

March 27, 1915.

Commanding Officer, Picatinny Argensi, Dover, N. J.

SID:-

I am enclosing heresith duly executed proposal to furnish 135,000 pounds of ommercial phenol, somplying with the specifications in your circular advertisement and proposal, bits on which are to be uponed on /pril first.

I will be able to let you have this phenol at the very low price, conridering the market, of 58s per pound, delivery to be extended over a period of twenty-four months, beginning thirty days from the date of contract.

I do not find in the circular adverticement and proposal any provision protecting as against delay or inability to deliver through fire, unseasonably severe storms, labor strikes, action of the United ctates, etc.

I am therefore making this proposal, based upon the understanding that in making filmal settlement, based upon the date of completion of the delivery, I shall receive credit for such delays occurring during the performance of this contract as you or your successor may determine to have been due to unavoidable sources, such as fires, unseasonably severe storms, abor strikes, action of .

-2-

the United States, etc., and the date of completion shall be considered for the purpose of final satilement as the date of actual completion of the delivery less the delay found the to said unavoidable course.

I understand that in the actual contract, you do include such provision, but I want it clearly understood that my willingness to cupply you with this phenol is based upon such provision being included in the final contract.

In this price, I have allowed for the purchase of cufficient draws to contain a two-months supply or 10,634 pounds. It is therefore understood that the draws will be captied as quickly as possible, upon receipt by you, and returned to me at my expense, all draws kept by you for a period exceeding sixty days to be billed to you at a cost of ten dollars per draw.

Also, as to the matter of steel drums:

Respectfully,

NAVY DEPARTMENT,

BUREAU OF SUPPLIES AND ACCOUNTS,

	WASHINGTON, D. C.,	maron	25,	1210	,,19
m:					
Α	contract numbered 23233 and dated April 5, 1916 with THOMAS ALVA EDISON,		19	has been	entered
nto 1	with THOMAS ALVA EDISON,				
	Wort Overge H J	200 00 00			
or fu	arnishing the following articles to be delivered at the place and and at the price set opposite each item, respectively, and, unless	within	he tim	e stated	or each
					Bublect
th	terms of the above contract quoted on the back hereof:	227		1.1.1.1	ř.
1	Class 272.—(Bu. req'n 158, Ordnance.—Sch. 5057.)	-			
	To be delivered i. o. b. company's may, deliveries to begin in 20 days from award of contacts and contact and cont				
	Stock etallification 110, 51.		56	15120	00
27	3,000 pounds (about) commercial carbolic acid, in iron drums per pound				1
	Carbolic acid to be manufactured in accordance with the following specifi- cations: Colorloss crystalline commercial carbolic acid; molting point to be between Colorloss crystalline commercial carbolic acid; molting point to be between 38° and 42° C; must be soluble to a clear solution in twenty parts of water; must				
	Carbolic scale to 8 minimistrations in accordance of the contraction o				
	purchased or used. Bidders must state in the above blank space the price they will accept for all drums not returned within the period specified by them in the above blank space. Bidders must state on the blank lines below the name of the works and the exact address from which delivery is to be made.				
1	exact address from which delivery is to be made. Eddison Chemical Works.			1	
1	Silver Lake, R. J.				
1					1
	Inspection to be made at works unless otherwise directed by the Bureau of Ordnance. Prompt inspection can be arranged if bidden will state on the blank lines below the name of the works, as well as the place where the material will be offered for impection, giving the exact address.				
1	Seme				
	do not address of the		į		1
	When the bidder and the manufacturer are the same the exact address of the place where the material will be effered for inspection should be given and not the	1	1		1
	paice original and a second processing of purposes of impaction shall be per- All handling of material necessity for purposes of impaction shall be per- formed and all ites specimens necessity for the determinations of the qualities of materials used shall be prepriet at weeks, shipment made without authority, there is the discovered of the processing of the processing of the contractors from the Government impactor may result in return, at contractor's exposing, of material in the works for frameworks.		- POSITE	- Javan	THE COURT
- 1	material to his works for insmedies	-	***		

Respectfully,

* HE supply in cans at no inerease (

in brice.

Cublo Address "Edison New York"

Trom the Laboratory Thomas A. Edison,

J. T. Baker Chemical Company. Phillipsburg, H. J.

Crange, NJ. March 24th. 1915.

Gentlemen:

The Dominion Iron & Steel Company, Sydney, Hova Scotia is installing at its Coke ovens a Ben 201 Absorbing and Refining Flant scoording to my plans. This plant is now under construction, and will probably go into operation in about forty (40) days. Under my contract with then I am entitled to gurchase eight hundred (800) galloms of pure Senzol daily.

You desire me to furnish you with approximately seven hundred (700) toms of pure Phenol, deliveries to commence on or before June 1st, 1916, and to continue for one year, at the rate of approximately four thousand (4.000) pounds per day, more or less.

I agree to utilise the above used dealy supply of eight hundred (800) gallows of Bencol to make this Carbolia Adda and to furnish much floarbolia Add to you for the period and at the rate above mentioned at a price of seventy-two and six tenths cents (F2.6 cents) per pound, spot oach, payment to be made on sight draft attached to Bill of Lading presented at a bank to be designated by you.

As an additional consideration to me for making this agreement, you are to furnish me with the sum of forty-four thousand dollars (\$44,000) you are to minish me with the sum or normal numbers and offinish system, which I undertake to use in building the special plant to make the above named Carbolio Acid. This plant will be ready in about forty (40) working days if unforeseen contingencies do not arise. This Carbolio Plant is to be and remain my property at all times.

It is to be understood that I shall not be liable for damages for the non-fulfilment on my part of this contract if such non-fulfilment and an environment on my leave or this contract it such non-nutfiller in caused by first, explosions, strikes; the acts of God, or any unforces manufacturing contingencies; in other words, I shall howestly and in good faith endeavor to live up to my part of this contract strictly, but must be allowed to provide against liability for unforeseen contingencies not within my control.

If at any time during the continuance of this agreement you tail to take and may for the Carbolla half for a period of one month, this contract thail be mult and woid, and I chall be free to well the whole output of the Carbolla Flant to other without any accountability to you, nevertheless, you shall be held reliable for the fulfilment of the contract.

This agreement is not transferrable, and if not definitely closed by deposit of said forty-four thousand dollars [444,000] by noon larch 25th, 1915, all the above will be some multi said-oid.

Those Colson

Those Colson**

Those Colson**

ATBaco 6 hourse G & Beder Pres

Cable Address "Edison New York"

Trom the Laboratory Thomas A. Edisor

Orange, N.J. March 25th. 1915.

The Miller Rubber Co.. Akron, Ohio.

Gentlemen:

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which have passed between us. I'beg to confirm my sale to you of thirty-six thousand (36,000) pounds of Antire Oil, who can to be delivered and accepted by you at the sale to the delivered and accepted by you at the sale of the sale o

I shall make every endeavor in good faith to fulfil my part of this contract, but an not to be held liable for damages because of any non-fulfilment thereof caused through fire, ex-locions, strikes, or the acts of God, or unforeseen manufacturing contingencies.

I enclose duplicate of this letter. If the above is agreeable to you, please write your acceptance at the foot of one of the copies and return it to ma.

Yours very truly, april 22,1915 We havely agree to limit the The Nuller dubbin & Short & Short & Edward & Short & Edward & Short & Edward & Short & wise of this contract from one to seven mouths , beginning

290 Woodude Hue ride for 4000 lls (2 Tons) Uniline Saes. from A. Alander & Son.
They would have placed 10 Ton order nor but say they would rather try out a 2 Ton lot first as they have never used any of your 4000 lly (2 Toust) aniline Salt. good lefore. also say if they have to pay more for the other 8 Toos after trying this they whe willing to. have a sample of the Salt they are row using which I will bring out with me next time geal, for your examination. I runting this order will be gater factory and met with Mr. Edisons approval, 9 romas Mr. Edison

OFFICE OF

Stanley Doggett

Return Town

Colors, Chemicals, Oils and Mineral Products

CABLE ADDRESS—
DOGGHYT, NEW YORK
CODE—
A. B. C. FIFTH EDYION

99 JOHN AND 11-18 CLIFF STREETS

SPECIAL CORRESPONDENTS IN ALL PRINCIPAL HOMESTIC AND

NEW YORK

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(Was

Mr. Thomas Edison, Orange, N.J.

Dear Sir;

Referring to pleasant interview had with you and Mr. Meadowcroft early this A.M., also subsequent phone that had with Mr. Meadowcroft, it is understood, in order togoffset the loss I sustained in taking on Aniline Oil business from the Firestone Tire & Rubber Co. yesterday and in order to give me a profit on the transaction to repay me for extra effort I put forth in securing this business, with a view to further and extensive dealings with Firestine Co. in future providing I can satisfy you, which I will do, that I sold this concern 20 tons of your 0il purchased at 58dper pound, at 50¢ per pound showing a loss or sacrifice of 8¢ per pound, you are to let me have 35 tons of your Aniline Oil also cold to this concern, delivery at the rate of 5 tons per month June to December next inclusive at a net figure of 27¢ per pound f.o.b. Silver Lake, H.J., usual terms 30 days net cash or less 1% for cash in 10 days. Drums charged for as usual and returnable if in good reuseable order within ninety days from shipment, freight charges prepaid to Silver Lake, N.J.

In accordance with this understanding, I enclose herewith my official order #9896 for 35 tons of Aniline Oil with price left blank but reference made to this letter as covering that

OFFICE OF

Stanley Boggett

Colors, Chemicals, Gils and Mineral Products

DOGGETT, NEW YORK

17.

99 JOHN AND 11-18 CLIFF STREETS

SPECIAL CORRESPONDENTS IN ALL PRINCIPAL DONESTIC AND PORHIGN MARKEYS

A. B. C. PIPTH EDVION

PHONES ---1291 AND 3592 JOHN

NEW YORK

-2-

point, which as I understand it, is the way you desire this order handled.

As soon as I receive official confirming order from the Firestone Co. showing their purchases from me of 20 tons of 58¢ goods at 50¢ per pound and 35 tons at special price to me of 27ϕ sold to them at $32\frac{1}{2}\phi$, will as promised your Mr. Meadowcroft submit their order for your perusal to verify statement as to terms and conditions of sale made to you this morning, based upon which statement, I appreciate very much, the fact you were fair enough to make concession I requested so as to afford me a profit on the Firestone Co's business instead of closs.

SD/HS enclosure.

Culle Address: Milsui, N.Y.

Return wiren

Mharshir & Co. Refered Mitsui Bussan Kaisha, Ltd.)

TOKIO YOKOHAHA YOKOSUKA кове OSAKA NAGASAKI ILOM NAGOYA KUCHINOTZU MILICATA TSURUGA

ніікс KARATSU KURE KISHIMA SASEBO MAIZURU MURORAN SUNAGAWA

SAPPORO CANTON HONG KO SHANGHAI NEWCHWA сновним HARBIN VLADIVOSTOR TIELING TIENTSIN CHEFOO SWATOW AMOY FOOCHOW TRINGTAU PEKING GIRIN

MOUKOEN SCOUL CHEMULPO KWANCHINTU BANGKOK SOURABAIA CALCUTTA SYDNEY

LONDON HAMBURG LYON DALLAS SAN FRANCISCO MANILA DOMBAN SINGAPORE

Flephene 10010. Hadisen Sa

Attention of W.H. Meadocroft, Edge, York, Thomas A. Edison, Esq.,

Orange, New Jersey.

Dear Sir:--

Confirming the Writer's telephone your Mr. Meadowcroft last Saturday, we hereby place an order with you for 36 drums of pure aniline oil at 30¢ per pound, f.o.b. car at your Plant (which includes our commission of 5%), shipment to be made as follows:

One drum on the first of June, Two drums on the fifteenth of June,

Two grums on the first of July, One drum on the first of July, Two drums on the fifteenth of July and so on up to the fifteenth of May, 1916.

Our friends, Germania Hosiery Company, Kensington and Allegheny Aves., Philadelphia, Pa., wish one drum very badly and if you can ship it a few days earlier than June first, they will highly appreciate your courtesy.

In order to make you well acquainted with this transaction of ours we herewith enclose you copy of contract made between Germania Hosiery Company and ourselves.

Very truly yours,

JI & OO, LIMITE

ST/LM

neval Chem Go us down for Calcufe the year to fact a flow price, the lesons p ref our plant i/alle for my post afthe condy take the to c

This is to confirm sale made this day by Mitaui & Company, Ltd., New York City and Germania Hosiery Company, Philadelphia, Penna., of pure Aniline Cil, thirty-six (36) drums.

SHIPMENT from Thomas A. Edison's Plant, New Jersey, during June 1915 - May 1916. One drum to be shipped on the first day of the month and two drums of the 15th day of every month.

PRIOE Thirty cents (30¢) f.o.b. car at the Plant, not including iron drums which shall be returned to the Plant in good condition in reasonable time.

PAYMENT: Cash against railroad bill of lading. Date of the bill of lading is to be final to prove date of shipment and Seller not to be held responsible for short delivery due to leakage or breakage during transit.

In case of Force Majeure, Sellers to be released from the fulfillment of this contract or any part of this contract, actually so affected.

New York, April 34th, 1915.

Accepted.Signed.Buyers

Accepted. (Signed Shunzo Takaki) Sellers.

Please sign Duplicate and return to us.

Educations Edison Subtook "

From the Laboratory M. Miles

Thomas A. Edison, June

American Oil & Supply Co., Newark, N. J.

Gentlemen:

In accordance with our conversation this morning I will accept your offer of twenty-seven (27) drums of pure Benzol and five (5) drums of 90% Benzol on the following basis:

I will give you one and a quarter (1 1/4) pounds of my standard Carbollo Agid for each gallon of Bensol confaints in the above thirty-two (58 tarms. fifty (50) gallons of Toluch III be seen as the standard of the standard

In addition to the above I will take from you one hundred (100) drums of pure Benzol, well washed, and will give you in exchange therefor one and a quarter (1.1/4) pounds of my regular Carbollo for each gallon of pure Benzol continuent and said one hundred (100) drums will also give you abound of one hundred (100) drums will also give you a bonns of five hundred (100) punds of my regular Carbollo.

In all the above transactions the drum are extra, to be cradited on tither at side when returned. It is understood that as regards the first named shipment of thirty-two (38) drums, you will ship those named this week, and the Carbolic which I will give you the exchange therefor shall be delivered to you on Monday next, May 37d. In regard to the transaction of one hundred (100) drums, I will deliver Carbolic to you to correspond with seas shipment of Bennoch the company of the contraction of the contra

The for Source of Health Short Charge

6/

Mr. mieler:

Mr. Edison wishes you to open an account on your books with Heinrich Hirzel, of Luipzig-Plaguitz, gennamy, and execut time with royally of 1/4 of a cent for each gallon of Benzol or Tolack orlipped away from lambia and Woodward plants.

W. H. Leavoure of your March of March 1/4.

May 4/15

i. Golf-Shilorisi Milani N.U. MINTSIQU<mark>& CO, HAMBED</mark>, — 18918-Midism Symra Milani N.U. Asse^{kir}

(Mitsui/Bussan Kaisha, Stet)

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HAMBURG
LYON
NEW YORK
DALLAS
SAN FRANCISCO
PORTLAND
MARILA
BOMBAY
SINGAPORE

25. Madison/Avenue;

New York May 15th 191 5.

Thomas A. Edison, Esq.,

Orange, New Jersey.

Dear Sir :---

We beg to outline the following proposition for pure phenol, United States Pharmacopaeia quality, for Japan which has already been verbally arranged with you.

- You agree to make 1,500 pounds per day, commencing June, 15th, 1815 for the minimum quantity of 200,000 pounds, provided we pay for the additional machinery, the cost of which will not exceed \$15,000.
- Your price, f.o.b. Factory without containers will be fifty cents (50¢) per pound, provided you get pure benzol from Woodward at forty cents (40¢) per gallon.

Upon the above basis, we have been exchanging cables with Japan and the last cable which reached here this morning states that our Japanese Buyer signed the contract with the Japanese Government for 300,000 pounds to be delivered by January 31st, 1916.

The above delivery is not quite right because by January 31st, 1916, you will be unable to deliver anything more than 380,500 pounds, figuring twenty-five working days in a month. Therefore

To Thomas A. Edison, Page 2....5/15/15.

we cabled back to Japan that we will not accept the contract unless they give us an order for 350,000 pounds, delivery of which will be completed in the middle of March, 1916. At the same time, we mentioned in that cable that we might be able to get Manufacturer here to take an order for 300,000 pounds, delivery of which is to be finished on the 15th of February, 1916.

In order to keep you well posted on this transaction, we herewith enclose a proforma invoice which we made out and which will clearly show what profit we make. In this Pro-forma Invoice we took very safe figures about freight and packing and we also added one cent to the cost to cover pure bensol which we very likely must buy in the market to deliver you early in June. We agreed, because Doctor Takamine originated this inquiry, to pay him six cents per pound as commission and are take six cents as commission and also reserve(one and six tenths cents (1.6¢) for our people in Tokio, who will have to attend to the receipt of payments and also making the delivery of the goods.

Our Japanese Customer agreed to pay eighty-five cents (85f) (65f) per pound, C. I. F. Japan and if we deduct seventy-nine cents (79f) out of 85f, there is six cents left which we will turn in to our joint account for Benzol Absorbing Plant at Woodward.

Our figures in this Proforms Invoice are all very safe and we we may find quite a bit left as our profit and in such a case, we will turn it back into our joint account.

Thomas A. Edison, Page 3, 5/15/115.

The above mentioned six cents per pound was figured on basis that you pay 60f for one gallon of Benzol from Woodward. But, if you pay only 40f for one gallon of Denzol, then there will be 3.4f on top of 8f, or in other words, we can turn back into our Woodward joint account 9.4f which means \$.584 more for one gallon of Benzol at the rate of six pound Phenol to one gallon Benzol and \$.611 more at the rate of 6-1/2 pounds Phenol to one gallon of Benzol. At any rate, out of this carbolic acid transaction, our Benzol will be sold at One Dollar or more per gallon and because it will take 50,000 gallons of Benzol to make 300,000 to 330,000 pounds of carbolic acid, the Woodward joint account will receive emembers around \$50,000.

Supposing that each gallon of Bensol ormToluol from Woodward cost us 40¢ per gallon, the total limbility will be \$180,000 on basis of 450,000 gallons output. Since you have already bought 600 gallons per day for one year which means 219,000 gallons at 60¢, the Woodward joint account has already \$131,400 as a sale and now, we can add \$50,000 to it, total of which will just cover the entire limbility for the first year including cost of the plant.

Therefore, whatever we sell on top of these two makes of Bennol will be clean profit which will be divided half and half as per our agreement and we feel that we can afford to go slow from now on and hope that the above is to your entire satisfaction.

Yours very truly,

- Warner

ST/LM

PRO - FORMA INVOICE.

330,000# Pure Phenol.

Price fifty cents (50¢) per pound on basis of price of Benzel forty cents (40¢) per gallon. From one gallon of pure Benzel six pounds of Fhenol can be obtained. In case of price of Pure Benzel is sixty cents (50¢) per gallon.

60¢ - 40¢ = 20¢

 $20\phi \div 6 = 3.33\phi$, say 3.4ϕ

Therefore, net price of Phenol 50¢ plus 3.4¢ =	53.4 ¢
Cost of machinery including interest \$15,000.00 plus \$1350.00 = \$16,350.00 \$16,350.00 divided by 330,000 = say	5.0
Freight, Packings and Insurance, say	6,0
For emergency, Pure Benzol may probably be necessary to buy from outside, say	1.0
Commission for Doctor Takamine	6.0
Commission for us	6.0
Commission for Tokio Office say	1.6
Dwigo non nound	70 04

Carbolies All Stelleros MI(11/5/11/11/6/12) Հայաբա Milsui, N.W. Kaisha, Std.) MOUNDEN TIELING CHEMULPO .voi VOKUHAMA TIENTSIN NEWYORK YOKOSUKA ANTOHKEN ----KWANCHINTU VORE SAN FRANCISCO VIGHTMA BANGKOK OSAKA SWATOW PORTLAND NAGASAKI AMOY PANGOON SOURABAIA MANILA ноы FOOCHOW BOMBAY HAGOYA TRINGTAU CALCUITTO BINGAPORE KUCHINOTZI DEMING ATABIIN GIRIN 25. Madisan/Avenue! TRUBUGA June 1st Thomas A. Edison, Esq., Orange, New Jersey. Dear Sir:--

We beg to confirm our telephone of proversation of even date to the effect that you agree to increase our order for 300,000 hs. to be delivered in equal quantities every day beginning with June 15th and ending with December 31st,1915.

This additional order naturally increases our supply of pure Bensol from the Woodward Plant. On the based of 6 its. Phenol to 1 gallon Bensol, the increase will amount to 3,886 gallons of Bensol, which we will sell to you at the price of 40¢ per gallon f.o.b, your Plant at Silverlake, N.J.

The above will make the total quantity of Bensol from the Woodward Plant to Silverlake 53,866 gallons all together for the Phenol Contract.

We also beg to confirm our purchase of a carload of iron drums which you kindly sold to us and which is already on the way down to Woodward. The above is intended for emergency for the shipment of Benzol. To Thomas A. Edison, Esq...... Page 3......6/1/'15.

In accordance with the Writer's conversation with your Mr. Meadoworoft, we placed an order for one carload of galvanized iron drums with small hole for emergency purpose in the shipment of O. P. Toluol.

We also beg to advise you that we placed an order for 335 galvanized iron drums for the packing of Phenol. The first carload will reach your factory on or about the 14th inst.

We trust that you will find all of the above in good order.
Yours very truly,

Shunzo Takak

P. S. Please accept the Writer's sincere thanks for the information you gave him in regard to the manufacturers of Toluol.

L. Hechthers "Edison New York"

Trom, the Laboratory Thomas A. Edison,

American Oil & Supply Company, Grange, NJ, June 12th. 1915.

Newark . N. J.

Gentlemen:

I hereby agree to sell to you, and you agree to take, the entire output of Solvent Naphtha from my Benzol Absorbing Plant at Johnstown, Pa., at the price of twenty-five (25) cents per gallon F. O. B. Johnstown, Pa., less 1% for cash. Drums to be charged for and credited on return.

The duration of this arrangement shall be one year from this day, and it is understood that it covers the entire product of Solvent Naphtha from my Johnstown Benzol Absorbing Plant. I estimate this will be approximately three hundred (300) gallons per day, more or less, but I cannot tell the exact quantity.

As to deliveries it must be understood that I will make deliveries to you on your order as rapidly as possible, but at this date I cannot specify exact dates and quantities of such deliveries. It is understood that I shall not be compelled to redistill and deliver said Solvent Naphths to you to the prejudice of my requirements of Benzol and Toluol from the said Johnstown Plant, although I will use my best endeavor to make prompt shipments under this agreement. Yours very truly.

Thosa Edwon

Fliphene 10010. Hadisen Square.

. Cubli Address: Mitsur, N.Y.

MICHSUM&COLUMBU

(Mitsui Bussan Kaisha, Ltd.)

TOKIO	міін
YOMOHAMA	WAK
YOMOSUKA	KAR
KOBE	KUR
OSAKA	KISH
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IMA	CANTON
rno.	HONG KONG
URU	SHANGHAL
OBAN	NEWCHWANG
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TIELING
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UKDEN	LONDON
OUL	HAMBURG
EMULPO	LYON
TOHKEN	NEW YORK
VANCHINTU	DALLAS
NGKOK	SAN FRANCIS
NGOON	PORTLAND
URABAIA	MANILA
LCUTTA	ROMBAY
PONEY	SINGAPORE

25 Madison Stronger

Mr. Thomas A. Edison, Esq.,

Orange, N. J.

Orange, w. ".

Dear Sir:-- Attention of Mr. W. H. Meadoworoft.

He will be grave to deliver to

Referring to our telephone conversation in fegarated time of delivery of Phenol we contracted with you for the thought of 323,000 pounds, we request you to kindly read our letter of the you confirm the increase of our order from 300,000 pounds tay you confirm the increase of our order from 300,000 pounds tay in the increase of our order from 300,000 pounds tay in the late of the second paragraph of our letter of June let, mentioning the total quantity of pure Bensol to manufacture the entire quantity of 323,000 pounds Phenol will be 53,833 gallons, which means 298 gallons per day for a period of 182 days, counting from June 15th to December 31st at the rate of 28 days to a month, on bases of 6 lbs Phinal to our gallons of Racayallons, on bases of 6 lbs Phinal to our gallons of Racayallons, on bases of 6 lbs Phinal to our gallons of Racayallons, on the second paragraph of our gallons of Racayallons, on bases of 6 lbs Phinal to our gallons of Racayallons, on the second paragraph of our gallons of Racayallons, on the second paragraph of our paragraph of our paragraph of our letter of 38 days to a month, on bases of 6 lbs Phinal to our gallons of Racayallons, or the second paragraph of our paragraph of our paragraph of our letter of 28 days to a month, on bases of 6 lbs Phinal to our gallons of Racayallons, or the second paragraph of our letter of 28 days to a month, on bases of 6 lbs Phinal to our gallons of Racayallons of Racayallons of the paragraph of our letter of 18 days of 18 day

When we first discussed this matter with you, you told us that you expected to get 6-1/4 pounds from one gallon of pure Benzol, but at the last meeting, when I took Mr. Komuro with me, you stated that you expected to get 6 pounds Phénol to one gallon of Benzol by the new process which is going to be used in your new factory but you were getting only 4.6 pounds Phenol to one gallon of Benzol from your old process.

We trust that you will give us the benefit of your new process and calculate the quantity of pure Benzol from Woodward at the rate of 6 pounds or more Phenol to one gallon of Benzol, instead of 4.6 pounds Phenol to one gallon of pure Benzol from Woodward.

Trusting that you will find the above in order and with regards,
Yours very truly,

Smuzo Takaks

ST/LM

ral, Chemical Company

Wendows of the Control of the Contro

Mr. Thomas A. Edison, Orange, N.J.

Dear Sir: -

Sulphuric Acid 15 per month, July to December 1915 inclusive in your tank care, fo.b. our Works Hichols (Sal., at 51.00 per 100 lbs, f.o.b. Michols, Oal., under terms of 30 days net, or less 1,8 for oash in 10 days.

East ner rate to the Atlantic Seabpord is in effoct, which we understand to be about \$0.15.00 per net ton. You are to furnish the tank cars for this business, and we would suggest the countries wish the first shipment made prompter that the messacry tank cars for the business and the prompter that the messacry tank of the necessacry tank of the messacry tank of the considered to the first shipment made prompter from Michols, Cal. via necessacry tank to the first shipment made and the considered in the considered to the first shipment made and the considered in reverse direction to General Chemical Co., Michols, Cal. and chipping receipt marked "empty free append on where via same route". The route from blungs of pend on where the Acid Calivecel, if on the Eric R.R. via Eric R.R. First shipment to be made on July 21st when the

If you will tell us the title to be used we will make out formal contract covering this sale, giving us also the (point of delivery.

We would suggest that you get an additional car or cars for this business, as we are at present very short of equipment at this end and we therefore cannot spare any of the cars for California service which you have in use here.

Awaiting your reply, we are,

Yours very truly,

GENERAL CHEMICAL COMPANY

By- J. Railer

The Solvay Process Co. Synauses Bl. Qetwit Stak Brunner Shend & Go. Similed: Bothwick Engl MEASE MODRESS ALL COMMESPONDENCE RE CO The Stew York June 24, 1915. Attention of

Thos. A. Edison, Orange, N. J. Mr. H. T. Leeming.

Dear Sir;-

Confirming our telephone conversation we enclose contract covering your purchase of Caustic Soda, and which contract we trust may be found in order, and that we may receive your prompt acceptance, so that we may place the sale on record, and in connection therewith, would request that the transaction be kept private.

Yours ruly,

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Thos. A. Edison,

Orange, N. J.

Dear Sir;-

We have this day cold to you One Thousend (1,000) Tons, ton of Two Thousend (2,000) Pounds coch, SGLVAY Screnty-six Fercent Test, Caucitic Sode, in drums, Six Hundred and Seventy-five (675) Pounds net each, for delivery say One Hundred (100) Tons per month July, Mineteen Hundred and Fifteen to April Mineteen Hundred and Sixteen, both months inclusive, you giving us emple notice of shimments required, and taking deliveries in carload lots.

IT BEING AGREED AND UNDERSTOOD that these goods are for consumption at your works.

PRICE: - Two Doliare (\$2.00) per One Hundred Founds, basis Sixty Percent, f.o.b. care sellers' works, Solvey, N. Y. Invoice weights and tarses. Sellers privilege of making shipments from their Detroit, Rich. works, based upon Solvay, N. Y. rate of freight to Silver Lake, N. J., at time of shipment.

T Z R M S: - Less One Percent for cash within Ten days from date of each shipment, payable in New York City funds, in United States gold, or its equivalent in currency.

If the buyers make default in any payment or become subject to the Bankruptcy Law, the sellors may, at their option, delay further deliverics.

Each delivery is to be considered as a separate contract.

We are not to be accountable for any contingencies beyond

our control.

Yours Very truly,

WING & EVANS, INC.

Seo

*OFTE FOR DESCRIPTION

c.

as Agents for THE SOLVAY PROCESS COMPANY.

Congress C. J.

-jula vesti

The try this eye on a to you man the work who you can the the set of the control

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demiss, Man et your morine. I H. F. G. H. i - Two Dollage (20.20), per fing figning d'inceder.

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CARLE ADDRESS (STEINNIRSH" NEW YOR

Carbolic

STEIN, HIRSH & COMPANY

61 BROADWAY

DEXTRINE ALBUMEN TAPIOCA SAGO

NEWYORK, July 6, 1915

Thos. A. Edison, Esq.,

Made no such arm

Orange, N.J.

Dear Sir:

We have sold to the American Oil & Supply Co. 4000 lbs., daily of the Phenol which we purchased from you. Deliveries beginning, in-accordance with your contract, from about July 1 until December 31, during six days per week.

Therefore, we would ask you to deliver to them, for our account, the aforesaid quantity of the Phenol which you sold to us, made during working days.

where the support that you send us a bill for delivery as you may make to American Cill & Supply Co. daily, and we will remit for same immediately on receipt. We do this in order to save you and ourselves delay occasioned by sending drafts through the bank. We suppose you will have no objection to this arrangement, as you have ample security from us. We have made the same arrangement, as you have supple you. If it is not satisfactory, thinly advise us.

Mr. Stein understood from Mr. Edison that he would make up for us the June quantity due us, in all 55,000 lbs,, and that he would make same on Sundays or holidays. We have already informed you that we have had rather unpleasant experience with buyers to whom we sold a portion of this quantity, and therefore it is not to greatest importance that we should receive same more to please confirm the arrangement of the greatest importance of the arrangement, and the property of the control of the same of the control o

We again express our great regret on account of the difficulties you have encountered, and sincerely hope that we can count on your delivering these 26 tons referred to.

Hoping to have the pleasure of a prompt reply in relation to the above, we remain,

Very truly yours,

Cuble Address "Edison New York"

Trom the Laboratory Thomas A. Edison,

Orange, N.J. August 11th. 1916.

American Oil & Supply Co., Newark, N. J.

Gentlemen:

In accordance with my conversation with your Mr. W. F. Hoffman this morning, I agree to sell to you, one hundred thousand (100,000) pounds Mitrobencol at twenty-fire (25) cents per pound, deliveries to be made at the rate of fifteen hundred (1500) pounds per day, commencing from the date of this letter. Terms, net cash, and payments to be made each day for each shipment as it is made. Drums extra.

This sale is made on the understanding that I shall not be liable for damages for non-delivery cocasioned by accidents, strikes, failures to get my acids due on contracts, or other causes beyond my control.

stood that until I have deliverable full quantity of one hundred thousand (100,000) pounds; I will send thousand (100,000) pounds; I will send the property of the persons of the persons of the persons of the persons of the persons of the persons of concerns so inquiring, you will divide eventy with me the difference between the price you receive from such parties or concerns and the above named price of twenty-give (25) cents per pound.

Yours very truly,

Allow a Educon

Annented.

American Car Jupple

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Porm No. 22. 500 Sets-8-11	weight to be a color took
Um l	of the State of the same of th
1.0	CONTRACT
Sho	(ONIGINAL)
ı	BUTTERWORTH-JUDSON COMPANY
	NEWARK, N. J. (hereinafter called the "Seller")
	1
sold toTh	omas A. Edison of Oranga, N. J.
hereinafter	EMERGENION NEW COlled the "Buyer", who agrees to
purchaseonc.	hundred and sixty tons per month of mixed soid of
	04 end 66.27 5 HNO3
	from January /1916 to December 2 1916
Inclusive, as follows:	
PRICE:	e.2.50 per 100 be for Mixed acid as aforesaid, and in addition as part of the price Buyer shall deliver
	free to Seller during each of said months one hundred
	twenty five tons (125 tons) of spent acid of about
	712 HoSO4 and 2 to 35 HNO3
TERMS:	Thirty Days Net, or, 1% Discount for Cash in 10 Days from Date of Invoice, on Acid only.
DELIVERIES:	xw. Mixed soid in Seller's tenk cars in tank car tots,
DEE:11	as required F. O. B. Buyar's siding Silver Lake, M. J.
	Spent acid in the empty tank cars, f.o.b. same
	place.
QUANTITY:	_As_stated
	To be charged for at
CONDITIONS:	each when shipped but returnable in
	Lots at same price, if in good condition F. O. B.
	Tank cars shall be emptied promptly, and promptly

filled with spent acid and returned. Fire, accident or strike in the works of either party, or on transportation lines, rendering buyers unable to receive or sellers to deliver, shall make this contract inoperative during necessary repairs, rebuilding or continuance of difficulties.

hereto, their successors and assigns.

September 24, 191 5

CONTRACT

BUTTERWORTH-JUDSON/COMPANY

NEW ARKSONGGL THOMAS A. EDISON, Orange, New Jersey, (hereinafter called the Seller) solo to .. Buttermorth_Judson.Company......st Hewark, New Jarsey..... hereinafter ______ esuscossummers called the "Buyer", all of the spent acid resulting from the operation of Seller's plant, which is not required by Seller for his own consumption. Inclusive, as follows: s 6.00 per ton Ex tor Spent acid about 713 HoSO4 PRICE: " " and about 1 to 35 HWO3 Thirty Days Not, or, 1% Discount for Cash in 10 Days from Date of Invoice, on Acid only. TERMS: is tank car lots DELIVERIES: as required F. O. B. Saller's siding Silver Lake, H. J. in Buyor's tank cars. Estimated to be about nine tons mer day. OUANTITY: To be charged for at..... CONDITIONS: each when shipped but returnable in..... Lots at same price, if in good condition F. O. B. Fire, accident or strike in the works of either party, or on transportation lines, rendering buyers unable to receive or sellers to deliver, shall make this contract inoperative during necessary repairs, rebuilding or continuance of difficulties.

heroto, their successors and assigns.

BUILTERWORTH HUDSON: COMPANY

We hereby accept the above.

Thosa Cdwon Sontember 24th. 191 5

MEMORANDUM OF SALE.

OFFICE OF

AMERICAN OIL & SUPPLY Co.

SELLING AGENTS FOR THE GENERAL CHEMICAL CO.

Newsur N. J. Sont. 30th ... 1935

Thomas A. Edison, Orange, N. J.

HEREBY PURCHASES, AND AGREES TO RECEIVE FROM THE AMERICAN OIL & SUPPLY CO., A CORPORATION AND

THE SAID AMERICAN OIL & SUPPLY CO. HEREBY SELLS TO Thomas A. Edison.

THE ENTIRE QUANTITIES OF Mixed Nitric & Sulphuric Acids herein specified

FOR his OWN USE AND CONSUMPTION REQUIRED BY SAID Thomas A. Edison DURING THE PERIOD

IN FACTOR . LOCATED AT Silver Lake, N. J. May 1st, 1916 to December 31st, 1916

INCLUSIVE, AND AS FOLLOWS:--

OHALITY L. Formula - 59.00 % H2804 26.27 % HN03

PRICES

\$.01075 per unit of H2S04 Sulphuric Acid .11 The price of Mitric Acid is based on Mitrate of Soda 96% at \$2.15 per 100 lbs. The price of Mitric Acid during each quarter Nitric Acid of the calendar year shall vary in accordance with the seller's of the calendar year shall wary in accordance with the seller's cost of Mitrate of Boat for the previous quarter ax-vessel, kew York, by decreaing or increasing the price at the rate of York, by decreaing on increasing the price at the rate of 100 MeV. The control of the cont

the price of 96% In seller's tank cars at a uniform rate during each month

Deliveries: W.O.B. seller's works.

175 tons, of 2000 lbs. each, per month. QUANTITY

TERMS, INIBITA 당신으로 있는 도움을 받는 것도만 모든다고 있는 기본 마다나에 있는데 소문하다 당시는 아무너 이 경독한 의사도는 다양이 바고다로 다 모든 바탕이야다. MRT CASH

CONDITIONS:

Payment in U. S. gold coin or its equivalent in U. S. Currency.

The seller may decline to make deliveries on this contract, except for each, whenever the seller, for any reason shall have any doubt as to the buyer's responsibility, and so advise the buyer; whereupon the buyer shall have the privilege of satisfying the seller of his responsibility, and when the seller is so satisfied, these deliveries shall be made or renewed, as per above terms.

In the event of war, fire, flood, strike, lockout, accident, or any other cause interfering with production, consumption or transportation of the goods herein described, deliveries under this contract may be suspended during the period required to remove the cause or repair the damage.

SHIPMENTS:

The buyer is to deliver to the seller their written order not later than the fifteenth day of each month specifying the quantity of acid to be shipped at an approximately uniform rate over the following month.

M. miller Another valuable

Contract. W. Hellecedaward Oe11/15-

Calle Address: Milsui, N.Y.

TSURUGA

Migrswu&Co.Limbed

(Mitsui Bussan Kaisha, Std.)

TOKIO HIIKE WAKAMATSU VOKOHAMA KARATSU YOKOSUKA KURE KISHIMA OSAKA NAGASAKI SASEBO нолі MAIZURU NAGOYA MUBORAN AWOMORI KUCHINOTZU NIIGATA

BUNAGAWA

DALNY OTABU TIELING SAPPORG TIENTSIN TAIPEN TAINAN CHEFOO CANTON HANKOW HONG KONG AMOY SHANGHAL NEWCHWANG TSINGTAU CHOSHUN PEKING HARBIN VLADIVOSTOK GIBIN

MOUKDEN SEOUL CHEMULPO ANTOHKEN KWANGHINTU RANGOON CALCUTTA SYDNEY

October 1

LONDON PETROGRAD

Tiphene 10010 Madisen Sy Carbolic

SAN FRANCISCO 25 Aludison/Ayenu

X by The causes

Thomas A. Edison, Inc., Orange, N. J.

Attention of Mr. W. H. Meadowcroft

www. York!

We beg to confirm your offer for pure Phenol, U. S. P., for 15 tons of 2240 pounds for each of April, May, June and July 1916, at 70¢ per pound, f.o.b. Silver Lake, drums to be supplied by us.

We also note that you do not wish to be held resonsible for any delay in the deliveries if and delay is caused beyond your control, such as the failture of the machinery maker to make your machinery according to your contract with them.

We thank you very much for the above, which we cabled to Japan, and we hope to receive a favorable answer, in a few days.

We are selling this carbolic acid through Dr. Takamine's Laboratory, in order to give them a chande to make a little out of it, and we trust that you will not tell them the price at which we will buy from you in case the contract is closed.

Yours very truly,

uso Jaxaki

Soljeto

Nov. 10th. 1915.

Woodward Iron Company, Woodward, Ala.

ttention of Mr. R. H. Banister.

Dear Sirs:

Mr. Edison has just returned from the West and I have talked with him in regard to the disposal of your Maphthaline.

Mr. Edison says he thinks he can sell all we both make, and if agreeable to you will do so, remitting to you the full amount received for your Maphthaline, as his selling expenses will not be increased.

He thinks you should charge him for the Maphthaline the same price mer pound as he mays per pound of Solvent Maphtha. The extra expense of purifying it to be paid by you and Mr. Edison in proportion to the quantity of Maphthaline sublimed.

The Burrett imminestrating Company supply 95% of the Hapithalian for much halls on long contracts, and we understand have none to sell, but there are two or three concerns who use simplification to make Set Hapithalian with it employed in making a red dys which can no longer be obtained from Europe. There are other small users. The Hapithalian should be pretty white, otherwise the prices are very poor. Fure white is about 10 cents per pound at present.

Yours very truly,

Engineer to Mr. Edison.

Cable Address "Edison New York"

Trom the Laboratory Thomas A. Edison, Orango, MJ.

MEMORAHDUM RELATING TO DELIVERIES UNDER CONTRACT OF MAY 16TH, 1916, WITH

MESSES. STEIR, HIRSH & CO., MEW YORK

Unforeseen contingencies beyond the control of Edison having been responsible for delay in the commandement of deliveries of Phenol under said contract, the following adjustment of the matter is agreed:

- 1. For the purpose of computing the total quantity to be delivered under said contract, the date of commencement of deliveries is specifically adjusted as of June 25th, 1915.
- 2: Edison considers himself morally responsible for the delivery under said contract of four thousand (4,000) pounds of Phenol per working day from June 26th, 1916 to December 31st, 1916.
- 3. Edison will furnish entire product of his \$2 Phenol Plant for the remainder of the year 1915 to the fulfillment of:
 - (a). The above obligation: and
 (b). Of one thousand (1,000) pounds Phenol per working day to Heyden Chemical Works.
- 4. If the total quantity of four thousand (4,000) pounds Phenol per working day from June 26th. 1916 to December 21st. 1916 has not been delivered by Edison prior to December 21st. 1916, the remainder of such total quantity shall be cerried over into the year 1916, the semainder of such of remainder to be furnished by Zeiton from the sense of the 42 thenol Plant above existing contracts, such excess, namely; now the two thousand (2,000) pounds, more or less per working day, to be pro-rated between 5tein, mirch & Company and Raydon Ohenical Forke, in the proportion of 75% to the Commer and 25% to the latter.
- 5. At any time ofter the expiration of December 21st, 1915, Stein, Hirsh & Company may notify Edison that they desire to relinguish any further deliveries under seld contract and from the red with any such notification Edison will release Stein, Hirsh & Lagrany from any obligation to take any further deliveries.

Dated Hovember 11th. 1915.

Thosa Edwoon

Mr. Edwon_

WOODWARD IRON COMPANY WOODWARD, ALABAMA

Nocomer

R.H.BANISTER

Mr. Thomas A. Edison,

Oronge, N. J.

Meadocraft.

Day are they better bill he normer to Feel with goods denoted things up

Dear Sir:-

show this Letter to Mason We ere in receipt of your favor of the 10th, written by ur

on.
Your suggestion that we charge you royalty on the napithaw. H. Mason.

line you are making here at the same rate as we charge royalty on the solvent naphtha is entirely satisfactory to us.

We also note what you say in regard to selling our naphthaline for us, we to render invoices against you at the price at which you sell it. This is entirely agreeable to us, but it occurred to us that we might save you some work in your office by having you send us sales memorands covering the naphthaline you sell for our account and we bill direct against the buyer, in this way keeping these items out of your account. However, this is merely a suggestion. We appreciate your essistence in this metter and ere, of course, enxious to hendle the account in the way that best suits you.

Yours truly,

Muson why Crat we get some Naphthalan 210

Hov. 23rd. 1916.

Mr. R. H. Banister, Vice President, Woodward Iron Company, Woodward, Ala.

Dear Mr. Banister:

I am in receipt of your favor of the 16th instant in regard to Maphthaline. I have written to Mr. Opdyke, instructing him to furnish you with memorands of all Maphthaline shipped from the plant from time to time. On the basis of these memorands, will you kindly have bille rendered against me for the reyalty on the basis of eight (0) pounds of Maphthaline being equal to one (1) gallon of Solvent Maphtha, that is to cay, the Maphthaline should be billed to me at 1 1/44 per pound. Herewith I return letter of your Mr. Wilson and two bills against me for Maphthaline at 24 per pound, will you kindly have corrected bills sent to me.

In regard to solling your Bephthaline, I think your suggestion is a good one, namely, that we should send you sales memoranda covering the Haphthaline we sell for your account, and you can bill direct against the buyer. I think this will be an admirable way of handling the matter.

Yours very truly.

Enclosure.

CABLE ADDRESS

December 20,1915

Thomas A. Edison

Mr. Wm.F.Hoffman, Treasurer, American Oil & Supply Company, Newark, N.J.

Dear Sir:-

Referring to our conversation at this office today regarding the change in the form of contract covering Sulphuric Axid along the lines suggested by Mr. Edison, would edvise that the stipulations in our standard form already submitted regarding quantity which we understand is the point at issue, provide that Mr. Axid and the contract of the provide that Mr. Axid and the contract price, and the provide that Mr. Axid and the contract period, providing however that the monthly quantity during the year 1916 does not exceed 150 tone except at our option, and that during the succeeding years of the contract, the quantity is not to exceed and addition of the contract, the year by more than 100, except at our potion.

It will be noted that this form of contract constitutes a "privilege" or, it might be termed, a "call" or an "option", in that the buyer is not obliged to take a pound of acid under the contract unless has that he or the contract unless has the there are not obliged to take buyer during the currency of the contract if he has use for it.

Naturally we do not wish to sell an unlimited privilege, hence the maximum stipulations as above itemized.

On the other hand, as you will note from the contract form , the General Chemical Co. obligates or contracts to sell the buyer under the conditions above stipulated.

It will be realized that this form of contract or selling, which is our standard form, has been carefully considered by our people, and is one under which we have operated with imnumerable customers for a long period of years, consequently we and they know how it works in practice. It is found to be equable and extremely liberal, in You will of course realize that we are at all times ment been to satisfy the idea of the individual. By the foregoing we have in mind the pencil memorandum governing quantities suggested by Mr. Edison, which apparently intends to incorporate in the contract properties, from incorporate, but it introduces some ambiguities, on one of the introduces of th

Yours very truly

JMG/D

Bullick (88)

January 19, 1916

Mr. W. H. Mason:-

I hand you herewith permits Nos. 135 and 134 of the Town of Belleville to connect the aniline and carbolic acid plants of Mr. Edison with the Belleville sewer on Maioran Place.

Permit No. 133 relates to the connection to be made for sanitary purposes only with Building No. 218, as shown on the accompanying blue print. In the application for this permit, and upon the approval of Mr. John V. Miller, Mr. W. R. Vateon was designated as the Licensed Sewer Opener, and Mr. wateon should be present when the connection is made.

Permit No. 134 relates only to the connections to be made for emptying the waste fluids from Buildings Nos. 211, 212, 213, 214 and 223 into the Belleville sewer, as shown on the blue print which accompanied the application for a permit, a copy of which blue print I believe you have at your office.

Wm. a. Hardy

. '133 W.
Department of Construction
TOWN HALL Jan 18 1016
This Permit is granted to B. Walon
licensed sewer opener, to make connection with sewer, at ourb at
Extensing to Murran Street,
Thos of Ewin owner.
Owner's address
Area of ground occupied by building 660 eq. ft.
This Permit is subject to all Town Ordinances.
Worfaerboom
Superintendent of Construction:
Fees, 8 f condition antannel
I begging Contractalled
perint #13st and There
_{vo.} 134
Department of Construction
mount title
Belleville, N. J. Jan 18 101
Belleville, N. J.,
This Permit is granted to & Edwar
Mr
to make connection with sever, at ourb at
licensed sewer opener, to make connection with sewer, at our at Marra Plant at Marra Plant Street,
licensed sewer opener, to make connection with sewer, at our at Marra Plant at Marra Plant Street,
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ticensed sever opener, to make connection with sever, at out at Add 1717 Days & bell 1711 Maurian Personal Street, All 1717 Days & Breek All 1717 Days & Breek Owner's address Level Class & Tope Allander Street
tionsed sever opener, to make connection with source, at out at ML(137-Drya Bed. 14-11 Macro Pt. Street, dir. It is not the the things of the source, other address, level there to be Macro to be the Street dress of ground compied by building of p. 11.
ticonsad sever opener, to make connection with sever, at earls at Mark 171 Days Bell 1711 March 1811 Street. Mr. March 1906 Let 18 Inc. Street. Mr. Ovener's address. Let 18 the March 1811 Street. dress of ground complete by building. All 1911 Street. Mr. March 1911
tionseed sever opener, to make connection with sever, at out at \$26(77) - Dayra & bet Frit Manora Street, \$1. \\ Mr. \\ M
ticonseal sewer opener, to make connection with sever, of carb at Alexander of the Alexande
ticonseal sewer opener, to make connection with sever, of carb at Alexander of the Alexande
ticonsest sever opener, to make connection with sever, of carb at Alex 3 - Days & H. Frit Mourron To Street, Mr. 1 - Days Alex 1

January 21st. 1916.

Mr. Miller:

We have a contract with Mendel Samuel & Sons for 1200 tons of Cast Iron Borings for the aniline Plant, to be delivered 100 tons per month, January to December 1916. These people have offered several deliveries but we refused them because they were not in accordance with sample upon which we made the contract. We have been having quite a fuss with them, and Mr. Edison thought that the matter would become involved in a lawsuit, but Mr. Samuel has been in today and we have thrashed the matter out. Mr. Edison has agreed to cancel the contract, and Mendel Samuel & Sons hawe agreed to pay \$3720. to get a release from the contract. Here is a check for the first payment of \$500. and they promise to send the remainder of it in the near future.

W. H. MEADOWCROFT.

My Sund was forme with the first find the state of the st



E.I.DU PONT DE NEMOURS & COMPANY

PURCHASING DEPARTMENT



January 25, 1916.

Mr. Thomas A. Edison,

Orange, N. J.

Dear Sir:

"Our File N." I enclose you herewith accepted contracts covering the purchase of c.p.tolucl. Will you kindly have the copy marked No. 1 signed by yourself and returned promptly? Upon receipt of this signed contract, formal order and shipping instructions will be sent you.

Yours very truly,

Purchasing Agent.

N/C.

Enclosure.

Mi. Edward Sawam for Need somewhat colors of the owners were the grown on measone with

My Kold horasing

Lufle Aldress "Edison New York"

Trom,the Laboratory Thomas A. Edison,

Orange, N.J. Jan. 18th. 1916.

E. I. Du Pont de Hemours & Company, a corporation, having its principal place of business at Wilmington, Dolaware, hereby agrees to record a telegraph of the property of the property of the said Thomas A. Edison horeby agrees to sell to the suid E. I. Du Pont de Hemours & Compan, low the ontire production of Toulon from each Edison's Bensol Plant at Johnston, Fennsylvania (with the exception noted below), during the period from Edy let. 1916 to April 20th, 1917, Inclusive, end ses follows:

QUALITY.

no be of quality known as w. F. foliol, and to comtally with the following peofficiations: Appearations to be a clear water-finite liquid, free from sucpended soil matter, Specific Gravity: The specific gravity is to be not less than .868 and not more than .870 at 18.5 degrees Centigrade. Soiling point must corrected. Support and 19.5 alphanes Centifyrade ourrected. Support and 19.5 alphanes Centifyrade sid not support only a slight colour in the said layer. Distillation test: 100 c. C. capacity; a thermometer divided in tenths of a degree Centifyrade is so adjusted that the top of the bulb is on a level is so adjusted that the top of the bulb is on a level area of the centre of the botton and the distillation conducted in such a way that the distillatpasses over as quickly as possible in distinct drops, but not in a continuous stream; the temperature is read when 5 c. C. and again when 95 c. C. have collected in the receiving cylinder.

QUANTITY.

So be the entire output of C. P. Toluol made at said Edison's Bencol Plant at Johnstown, Pennsylvania, except a quantity equal to twenty (20) gailons a day which said Edison has heretofore agreed to supply to Mitoui & Company, Limited, during the period from May let, 1916 to December Slott. 1916.

For the purpose of estimating the approximate quantity of C. P. Toluol ordered and to be supplied under this contract, said Edison hereby states that his average production of C. P. Toluol for several months pact has averaged about one hundred forty (140) gallong per day.

Page two-

Therefore, the net quantity ordered and to be supplied under this contract (after deducting the above assed tenty (20) gallons per day to Hitsui & Company.
Limited), is estimated to be one hundred tenty (120) gallons per less, from Jenuel Becamber Sist, 1916, and one hundred cory [140] sallons per day, more or less, from Jenuery let, 1917 to April 30th, 1917.

PRICE.

To be three dollars and seventy-five cents (33.75) por gellon, 7.03. Johnston, Pannylynnin; frums extra grant of the control of the control of the control of the control of the control of the control of the date of the control of the control of the control of the freight prepaid, within sixty (60) days from date of original shipment.

DELIVERIES.

To be delivered and accepted in carload lots as soon as practicable after production, commoncing May lat. 1916 and onding April 30th, 1917, unless otherwise mutually agreed upon between parties hereto.

TERMS.

Thirty (30) days, or less 1% within ten (10) days from date of each shipment, payable in Hew York City funds, in United States gold or its equivalent in United States currency.

CONDITIONS.

It is mutually agreed that said Thomas A. Edison shall not be liable for any delay in supplying or feilure to supply the product or any part thereof herein contracted for the to any fire, wer, flood, strike, lockout, accident or any unwordable cause, or due to insultivy to obtain material.

Shoo a Edward

Accepted.

b. vdw Pruh dv Numrus Veo. J. 17 Wiles P. A. Cubli Address: Mitsui, N.Y.

TSURUGA

MITISUU&CO,LIMIUD Mitsui Bussan Kaisha. Stal -phone 10010Mudisen Square

MIIKE TOWLO OTABII WAKAMATSU YORGHAMA YOKOSUKA KARATSU KORE KURE TAINAN OSAKA KISHIMA NAGASAKI SASERO NAGOVA MUDODAN KUCHINOTZU NIIGATA AWOMORI HIYAKO

DALBY SAPPORO TIELING TIENTSIN CHEFOO CANTON HANKOW HONG KONS SWATOW AMOY FOOCHOW NEWCHWAND TSINGTAU CHOSHIIN DEKING. MARRIN VLADIVOSTOR GIRIN

MOUNDEN 1 2 MON AND HE MAN AND HE

25 Madison/Avenue, February 16, 19/6

Thomas A. Edison, Inc., Orange, N. J.

Attention of

SUNAGAWA

Mitani Enterety as To

Gentlemen:⊷

future reference."

Re: Phonol Plant in Japan. Jaban shoul plan

Findly pardon my negligence in confirming the agreement which we arrived at in regard to the Phenol Plant in Japan. In order to keep the records clear, I beg to mention the procedure through which we came to the agreement, for our

Your first proposition was that you will teach our chemist every thing about Phenol making, furnishing him with the drawings and specification of the machineries, and allowing him to learn how to operate the plant himself in your Sliver Lake Plant, for which you proposed that Mitsui & Co., Limited pay five (5) percent of the selling price in Japan for five (5) years after the operation of the Plant;

You were kind enough to furnish us, through your Mr. Kommelhoff, all the data about the cost of the manufacture of the hamman and the state of the manufacture of the raw materials in Japan to your data. I showed you the

table, which showed that it will cost about 23\$, gold, to make one (1) pound of Phenol in Japan, at the time of peace, while the highest price paid for Phenol in Japan, which is by the Japanese Mavy, is 30\$ per pound. You carefully read over the said table, and agreed that the calculation was correct. Then, you most generously told me that you did not care to have Mitsui & Oo., Ltd., pay any royalty unless Mitsui made some profit, and proposed that you will simply leave the matter of compensation to the fairness of Mitsui, and asked us to send you a check for any amount which Mitsui thinks fair, after they manufacture Phenol in Japan and make some profit.

I am sending this letter to you with the idea that our directors in Japan will know how we got such a generous proposition from you, and know what would be a fair compensation in case the plant makes a profit.

Trusting you will find the above in order, and thanking you most sincerely for your kindness in placing such confidence in our firm, we remain

Yours very truly,

Akene 10010 Madisen Square ALTERNALLA (OLD 28 ALTERNALLA (OLD 2011) ui/Bussan Kaisha. Ltd MONTHDEN OTARU ENPORO DALNY TOKIO scour cusmurec TIELING **ЧОКОНАНЯ** TIENTRIN **ТОКОБИНА** ANTONNEN Sernoenan KOBE C TANAN CHEFOO DALLAS HANKOW HAGASAK BANGKOK PORTLAND HOJI EDUCHOM SOURABAIA TSINGTAU CALCUTTA BOMBAN KUCHINOT BEWING SYDNEY HILGATA 25. Madison Avenue. Vew York/ February 17. 1916. Mr. Thomas A. Edison, Inc., Orange, N. J. Attention of Mr. Meadowcroft, 395 Gentlemen:-Supplementing our letter of Yesterday. regarding "Phenol Plant in Japan", we like to know very much if you will kindly incorporate the following therein:-1. In case you improve your present process to increase the yield of Phenol at your plant and also to lessen the cost of the manufacture, you will kindly advise Mitwil Mining Oo., Tokio, through Mitwil & Oo., Ltd., and invite us to make a new arrangement under δ which you decide to teach us the same. 3. If the Mitsui Phanol Plant in Japan improves the yield, they will advise you of the same immediately. 3. You kindly advise Mitsul if you make any other medical or chemical goods from Phenol. Upon receipt of such advices Mitsui will make propositions for the manufacture of the Trusting that you will find the above satis-

factory, and with kindest regards,

Yours very truly,

3578 FINANCIAL EXECUTIVES MEMORANDUM NO.

Form 1203.

DATE- May 25,1916. Secretarial Service Dept. of T. A. E. Personal. DIVISION IN QUESTION-

SUBJECT- Price to be charged for Benzol from Plants in which Mr. Thomas A. Edison has personal interest.

RESULT HANTED BY- Effective during continuance of such interest.

BY- Financial Executive - Mr. S. B. Mambert. 20 FOLGOW-UP-

Secretarial Service Dept. of T. A. E. Personal, Mr. R. W. Kellow, Assistant Secretary: -

- Under the terms of a contract made between Mr. Thomas A. Edison personally and the Dominion Iron & Stoel Company, dated February 16, 1915, Mr. Edison (a) iron & Steel Company, dated Fourners 10, 1910, ar. Edition was to have the option as partial remuneration for granting to Dominion Iron & Steel Company the use of his ferrer, patterns, etc. and furnishing service and information in connection with the erection of their Benzel Plant at Sydney, How South, of purchasing for a period of three years Bennol for his own use up to 800 gallons daily, at 25¢ per United States gallon, delivered f.o.b. Orange, N.J. The advantage of this low price was to accrue to Mr. Edison personally, being in the nature of a royalty.
- However, all Benzel under this contract up to April 30, 1916 (period July 1915 to April (h) 1916 inclusive) has been purchased by Edison Carbolic Acid Division of T. A. E. Incorporated, which Division acts as a Clearing House for all Benzol used in its own manufacture, and in the manufacture of the Aniline and Phenol Flants of and in the manufacture of one Aniline and Franci Flatte of T. A. E. Personal, at a price of 25¢ per gallon, dolivered f.o.b. Silver Lake, and Mr. Edison has thus been deprived of the personal profit which should have scorned to him of the personal profit which should have scorned to him under the contract, while the Edison Carbolic Acid Division of T. A. E. Imcorporated, and the Aniline and Phenol Plants of T. A. E. Personal, have received the advantage of this low price.
- The same condition obtains in connection with the shipments from the Raison Benzol Flant at Johnstown, Pennsylvania, which Flant Mraisonap, personally erected and the processes of which are Mr. Raison's invention, (c) erested and the processes or which are are allowed. Inventor, on account of which circumstances Mr. Raison Reproductive should receive the advantage of any difference thereof the cost to make Bensol at this Flant and the open cost, the price which have been charged in the precision of the price of the process of the pro

RESULT ACCEPTED_

COPIES TO- Mr. H. F. Miller.

COPY FOR PERSON FOLLOWING UP.

40 1/26 for 90% Benzol, f.o.b. shipping point.

- (d) The Edison Bennel Flant at Woodward, Alabams is snother ones of precisely the same character as the Johnston Flant, but in the case of this Flant the product for the Flant the product for the Flant the product Series of the Flant through Missing Selling Agents, and the Series conting from this Flant through them should not be the Flant through the should the reason that Mitsui & Company presumably sell the Bensel to lir. Edison at as high a price as they would have been able to obtain from suyone else at the time of contracting for its sale.
- (e)

 it is only right that n view of the showe direcumstances, and an appear and a companies and a from Sydney and Johnstown Flants at these should be transferred to kr. Edison personally, the amount of such profit to be determined by a comparison of these low prices with the average price of Bensol purchased by the Edison Corbolic Acid Division of fa. B. Incorporated in the open market from the commencement of operations up to April 20, 1916, adjustment to be made monthly after that date.
- (f) The term "Open market" is intended to include all sources of emply in which her. Editon is not interested at their financially or by reason of any specific condered in connection with the creation of plant which results in a lower price being made for the product than would otherwise be the case.
- (g) based on figures supplied by the Ascounting Service Department of T. A. B. Incorporated and the Zdinon Carbello Department of T. A. B. Incorporated and the Zdinon Carbello Period of Division of T. A. B. Incorporated according period over which Bensol has been purchased by the County of the April 120 and April 120 period per gallon, delivered f.o.b. Supply of the County of t
- (h)

 According to the figures supplied by Edison Carbolic Acid Division of T.A.E. Incorporated, the Boncol Shipments from Sydney at this low price over period mentioned were as follows:

9 1

July9,684 g	allons
	11
September(none)	Nr.
October19,294	
November	
December (none)	

January48,623	gallons
Pahrnery(none)	
March(none)	
April29,585	
TOTAL 136,417	gallons.

- amount to \$47,45.95, oradit for which should be rendered by the Edison Carbolic Acid Division of T.A.E. Incorporated to Mr. Edison porsonally through the Socretarial Service OpenTeent of A.E. Recognit (1)
- According to the figures supplied by Edison Carbolic Acid Division of T. A. E. Incorporated the Benzel shipments from Johnstown, Pennsylvania at the low price over period mentioned, were as follows: (1)

1915

Mag	3,900	gallons
Jung	5.648	
July	2.717	15
August	9 404	17
September	9 656	15
October	9 918	11
November	0,790	. 11
November	7,100	17

January		- (none)
February		- 9,857	gallons
Moroh		-10.014	
L		- 8.177	"
April To	TAL	86,643	gallons

According to statement furnished by Edison Carbolic Acid Division of Thomas A. Edison, Incorporated, this Bensol was all billed at 45¢ per gallon, f.o.b. Johnstown, Pennsylvania, and the cost delivered at Silver Lake was 46 3/10¢ per gallon. (k)

(1)

(the difference between the quantity of series at 63 for the entrangle for open market turns are and the price per gallon delivered for open market turns are and the price per gallon delivered to the per gallon delivered to the per gallon delivered to the per gallon per

(m) The Edison Carbolic Acid Division of T.A.E. Incorporated should, of course, render against the Aniline and Phenol Plants of T.A.E. Forenal bills for such additional amounts as are found proper to adjust charges made for Banzal delivered to them from slipments from Sydney and Johnstown at those low flugures on the basis of 606 por gallon, 2.0.b. 3liver Lake.

(n) In order that Er. Missen personally may continue to receive his rightful profit under the provictions of this contract with Dominion Iron & Steel Company, and from the operations of his Johnstown Plant, i will be necessary to know each month the average price per gallar per the provided of the property of the property of the provided provided the property of the provided provided the price willing under the contract with Dominion Iron & Steel Company for Shipments from Sydney, and between such average cost per gallar, and the price willing under the contract with Dominion Iron & Steel Company for Shipments from Sydney, and between such average cost per gallar, and the price willing under the contract with Dominion Iron & Steel Company for Shipments from Sydney, and between such average cost per gallar, and the price will be the price which for 90% Bone land for Johnstown will be billed hereafter until expertence here shown that the price should be changed.

with the Secretarial Service Department of T. A. S. Lander of the Mr. Munk, Assistant Secretary, and prompts of T. A. S. Lander of T. Lander of T. A. S. Lander of T. Lander of T. A. S. Lander of T. Lander of T. A. S. Lander of T. Lan

attention each month, so that the proper average price per gallon foot sixter that our popularity processes the proper market purchases the proper market purchases the processes the pr

Thanking you for your co-operation in the above. I am,

S. B. Mambert, Financial Executive.

МН

(p)

Silve C V.H.

		Subject		Ψ,	/3/16 Date
· the Me	164-			,	-
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Cable Address "Edison; New York"

Trom the Laboratory Thomas A. Edison!

Grange, N.J. August 3rd. 1916.

American Oil & Supply Company, a corporation having its place of bandeau at 85 Ladayates Street, Memain, M. J., hordby purchases and agrees to receive from Thomas A. Edison and the said Thomas A. Rélicon horeby sells to esid American Oil & Supply Company, Pare Amido Phenol Hydrochloride for photographic purposes during the period from August lat, 1916 to Jamuary Sict. 1917, inclusive, and as follows:

To be of good standard quality, same as previously QUALITY. furnished.

QUANTITY.

To be four thousand (4,000) pounds per month from August 1st, 1916 to January 31st, 1917.

To be four dollars (\$4.00) per pound, F. O. B. Sliver lake, M. I. J. D. charge for package if the Sliver lake, M. I. D. charge for package if the lined with waxed paper. If the material or any part of it is required to be packed in bottles, the bottles sheall be furnished by the American Oil & Supply Company, and Edison will pack the material therein free of charge. PRICE.

To be made and taken at the rate of four thousand (4,000) pounds per month, commencing August 1st, 1916 and ending January 31st, 1917. DELIVERIES.

Thirty (30) days, or less 1% within ten days from date of each shipment, payable in New York City funds, in United States gold or its equivalent in United States currency.

In the event of war, fire, flood, strike, lookout, accident, or other like causes beyond the control of said Edison, interfering with the production, consumption and transportation of the grode herein described, pro-rate deliveries under this contract shall cease for the period required to remove the cause and rappet the damage. CONDITIONS.

Thosa Edwarn

TERMS .

Return 6 W 11-14 STEIN, HIRSH & COMPANY 51 BROADWAY NEW YORK, Sept. 28, 1916 This is in addition to the regular Mr. Thos. A. Edison. 2000 lbs per day they take Orange, N.J. Dear Sir: We are pleased to confirm our conversation over the MV Educon telephone with Mr. Meadowcroft, wherein we informed him that Ues we would accept the option given us to take from you. 100,000 lbs. of Phenol during the balance of this year, at 52¢ per 1b., f.o.b. Silver Lake. Same terms as last contract. We understand it is agreeable for you to begin shipments about the first week in November (earlier if you wish) at the rate of 2000 lbs. per day, or more. We would be quite willing to have you make larger deliveries if you so choose to do at any time during Movember and December. Thanking you for giving the above your attention, and with kind regards, remain, Very truly yours, WE will ship as we can spane

September 30th.1916.

Stein, Hirsh & Company, 61 Broadway. New York City.

Gentlemen:

I am in receipt of your favor of the 28th instant accepting the option I gave you to take 100,000 pounds of Thonol during the balance of this year, at 52 cents per pound, P. O. B. Sliver Lake, H. J.

It will be agreeable for us to begin shipments about the first wook in Hovember, and we will ship the Carbolic as we can spare it. If it can be spared at the rate of 2,000 pounds per day or more we shall gladly do so.

Yours very truly,

(signed) Thos. a. Edison

ADVISORY COMMITTEE

CHAS. H. HERTY, Chairman RAYMOND F. BACON H. BACKELAND HENRY B. FABER

FRANCIS A. J. FITZGERALD Pres. American ERNHARD C. BESSE A. D. LITTLE Deed Arthur D. Little, Inc.

R. P. PERRY WM. COOPER PROCTER

"Expositions are the timekeepers of Progress"-Wm. McKinley.

SECOND

NATIONAL EXPOSITION of CHEMICAL INDUSTRIES

GRAND CENTRAL PALACE NEW YORK CITY

WEEK OF SEPTEMBER 25th, 1916

MANAGEMENT: INTERNATIONAL EXPOSITION CO.

TELEPHONE MURRAY HILL 6990

CHARLES F. ROTH

OCTOBER THIRTEENTH

Mr. Thos. A. Edison,

Orange, N. J. Attention- Mr. Wm.H.Meadoworoft, Assistant

Dear Sir:-

We beg to acknowledge receipt of your contract for one-half of space 13 in the Third National Exposition of Chemical Industries, for which accept our thanks. We are returning locerith duplicate contract, properly accepted, for your files.

Thanking you for your continued cooperation, we remain

Yours very truly,

NATIONAL EXPOSITION OF CHEMICAL INDUSTRIES

CFR/M

MAL EXPOSITION ...

Chr. of Local
Managox

W. Kellow a contract for

Here is a contract for

your files.

your files.

IN CONSIDERATION of the sum of One Dollar and other valuable consideration, each to the the in manu pand, the receipt whereas in	
UCOSIDEATION of the sand to construct the construction of the cons	
IT IS MUTUALLY AGREED between the parties hereto that the said exhibitor shall pay for the said space at the said Exposition the sum of One Hundred and Thirty Five and	
One quarter thereof on or before June 1st, 1917, and the balance of said sum on or before September 14th, 1917.	
IT IS FURTHER AGREED that if the said exhibitor does not exhibit. It is FURTHER AGREED that if the said exhibitor does not exhibit. It is product in said spaces, or fails to comply in any other report with the trans of this agreement that the Company shall neve the right, without nucleic to the exhibitor, to said space at spaid to private said, and the exhibitor agrees to pay any dedicator; loss or damage antired by the which the said space at spaid to private said, and the exhibitor agrees at one pay a dedicator; loss or damage antired by the which the said that should the Six of the said that sh	
The Company shall have full pour to make such rules and regulations for shall Exposition as it may deem proper and may sensed sume at young man, time, and the said Company shall have full power in the matter of the interpretation and enforcement of all such rules and regulations and assendancest, which may be made thereto, and the rules and regulations printed on the back of this counter in a sum of the said of the counter of the said of the counter of the said of the counter of the said of the counter of the said of	
IT IS FURTHER AGREED that the lessee shall not sasign or sublet any part of the space herein contracted for, without the consent of the Company in writing duly signed by its Manager.	
The undersigned proposes to exhibit.	
Signed Orange, N J	
Per	
Manager. Make all checks payable to INTERNATIONAL EXPOSITION CO.	
Manager. atake an eneess payante to in I hava a late of the late o	

Rules and Regulations Governing

Third National Exposition of Chemical Industries, New York, 1917

DIVISION OF SPACES.—The Company will not permit the subletting of spaces or the exhibition of any goods not specified in the contract.

CHARACTER OF EXHIBITS.—The Company will decline and prohibit the installation of any exhibit not approved of power of the control of the cont

BUREAU OF INFORMATION.—Will open Friday, Sept. 2:st and will be located in the Main Lobby. All mail will be received here and will be distributed to the exhibitors as quickly as possible.

RECEIF OF GODDS.—Goods will be received at the Rea RECEIF or twolving electric there on days. Goods should be plainly marked and all charges prejaid. The receiving electric than base in charge a corps of men, who will assist in placing the orhibits in their respective places. The decoded has in their places by Statzley inglet, and all exhibits should be ready for the opening of the Reposition at 10 others, and Monday, Sept. 24th. The Company will not allow one you do not maring of exhibits eith this time.

CARR OF EXHIBITS.—The Management will sweep and clean the hall and exhibition spaces, but exhibitors must at their own expense keep their spaces arranged and their exhibits dusted and in good order, All coverings of exhibits must be removed by 11 o'clock

WATCHMEN.—The Management will provide eccessive watchmen for the building between the hours of __memory access to excess the control of the c

INSURANCE.—Exhibitors who desire insurance on their exhibits must place the same at their own expense. The Company will not be responsible for any injury that may arise to exhibitors

or their employees, or for the loss of, or damage to, any goods from any cause whatsoever, while in transit to or from the build-, ing or while in the exhibition building.

DECORATIONS. SIGNS, ETC.—The price in this contract includes platform, floor covering, burlap background, raffling and sign. No partitions or railings over 4 ft. in beight will be permitted between exhibition spaces except at the back unless by special permit.

ALL DECORATIONS MUST BE FIREPROOF.

REMOVAL OF GOODS DURING EXPOSITION.—Under no discomtances will the Company permit the removal during the Exposition of any portion of an exhibit from the building without a written permit being first secured. Removal of goods from the building must be through the rear entrance. This rule does not apply to ansall articles which make up cash tales.

BUREAU OF REGISTRATION.—To facilitate the distribution of mail, delivery of telegrams, etc., the Company requests that all exhibitors and employees registrate the company requests that the company of the company of the company of the company of the fit any, A book of record will be kept for this purpose in the Bureau of Information.

Sept. 24th. 1976, at 17 s. m., and each day theresites at 11 a. m., and will close at 12 p. m. every day up to and including Saturday, Sept. 29th.

STORAGE SPACE.—Ample room will be provided for the storage of all goods, packing cases, etc.

EMPLOYE'S PASSES will be issued upon receipt of a written application from exhibitors, giving mones of employees, and after payment for space has been made in full. Passes may also be obtained at the Bureau of Information any time after 12 o'clock noon, Sept. 120.

REMOVAL OF GOODS.—Exhibits must be removed from the main floor of the building by Monday, Oct. 1st.

AMENDMENTS.-All points not covered here are subject to

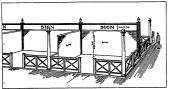
MAIN FLOOR

DIAGRAM OF SPACES

THIRD NATIONAL

EXPOSITION OF CHEMICAL INDUSTRIES
GRAND CENTRAL PALACE

NEW YORK CITY
WEEK OF SEPTEMBER 24TH, 1917



Showing booth equipment furnished for each space

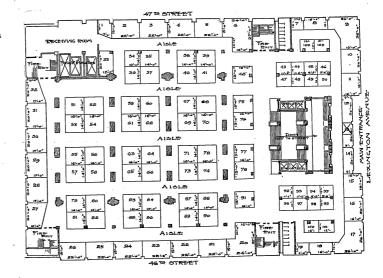
COST OF SPACE-\$1.50 per square foot, including Platform, Floor
Covering, Background, Railing and Sign.

ADDRESS ALL COMMUNICATIONS TO

NATIONAL EXPOSITION OF CHEMICAL INDUSTRIES

GRAND CENTRAL PALACE. NEW YORK

TELEPHONE, MURRAY HILL 6990



Calle Address essaaress Mitsui/N.Y

MILESTUR & CO LIMITED

(Mitsui Bussan Kaisha/Ltd.)

такіо YOKOHAMA YOKOSUKA OSAKA MOIL NAGOYA KUCHINOTZU

NIIGATA

TSURUGA

MI'KE WAKAMATSU OTARU SAPPORO KARATSU TAIREH TAINAN HILDE KISHIMA CANTON HONG KONG MAIZURU SHANGHAL NEWCHWANG CHOSHUN AWOMORI MIYAKO HARDIN SUNAGAWA VLADIVOSTOR DALNY TIELING TIENTSIN CHEFOO HANKOW SWATOW AMOY FOOCHOW PEKING

GIRIN

MOUKDEN SECUL CHEMULPO ANTOHKEN KWANCHINTU BANGKOK RANGOON SOURABAIA CALCUTTA

LONDON HAMBURG LYON PETROGRAD SAN FRANC MANUA BOMBAY BINGAPORE

Telephone 10010 Madison Sig

25 Madison Avenue Je

Thomas A. Edison, Pag., Orange, N. J.

Attention of Mr.

Gentlemen:-

Confirming our conversation at your office yesterday, we thank you for your agreement to take the entire production of Benzol from Woodward Plant during the year 1917 at the price of 47-1/3¢ per gallon, f.o.b. Silver Lake, N. J.

Yours very truly,

BOXLIMITED

Mitani Your the plant &

SN:VC

CONTRACT

Office of

THOMAS A. EDISON

The Heyden Chemical Works, 135 William Street, New York City hereby purchases, and agrees to receive from THOMAS A. EDISON and THOMAS A. EDISON hereby sells to

The Hoyden Ohemical Works (a corporation)
the material specified in this contract for buyer's own use and consumption in factory located at garfield N J

the minima specimen in an animary last 1917 to December Slat 1917 unless peace is deduring the period from Clared meanwhile between the Allies and Contral Powers; insuch case 30 days notice in writing shall canced this contract.

ARTICLE Fhenol crystals, 39' to 41' Cent. Congealing Point, otherwise U S P standard.

QUANTITY Two thousand (2000) pounds every working day (not including Sundays and legal holidays) during 1917.

PRICES Fifty Cents (S.50) per pound at seller's Works at Silver Lake N J

TERMS 30 days net; 1% discount for payment in 10 days from date of shipment.

DELIVERIES To buyeras trucks at seller's Works; or in carload shipments from Silver Lake N J on ten days notice

CONDITIONS

Each month's abhoments to be treated as a separate and independent contract, but if huyer fails to faillil terms of met, purchase or payment under this or other contracts, stell runsy defer further shipments until such default is made good and may at his option treat such default as final refusal to accept further shipments hereunder.

The seller may definite to make deliveries on this contract, except for each, whenever the seller, for any reason,

The selfer my definite to make deliverise on this contract, except for each, whenever the selfer, for any reason, shall have any doubt as to the buyer's responsibility, and so advise the buyer; whereupon the buyer shall have the privilege of satisfying the selfer for his responsibility, and when the selfer, is to satisfied, the delivered shall be made or reserved, as a slowe terms.

In the exercise of war for frond, strike, beloom, accident or other like cause beyond the control of the selfer, inter-

above terms. In the event of war, fire, flood, strike, lackout, accident or other like cause beyond the control of the seller, interfering with the production of the goods herein described or the supply of any raw material of which the said article is a product, effectives under this contract may be suppended by the effect during the period required to remove the cause or repair the damage, and the total quantity deliverable under the contracts shall be reduced in proportion to the duration of such sustension.

Packages to be charged at regular prices and paid for same as contents, but credited same as charged when returned in good order within sixty days.

ACCEPTED: Dec 28th 1916

1107

CEPTED This light dynine Mass

Form 1934--500-12-16

CONTRACT

Office of

THOMAS A. EDISON

ORANGE, N. J.

The British Chemical Company, Limited, Ottawa, Canada, hereby purchases, and agrees to receive from THOMAS A. EDISON and THOMAS A. EDISON bereby sells to

The British Chemicals Company, Limited,
the material specified in this contract for buyer's own use and communion in factory located min Canada from
January 1st to June 30th, 1917 cortain; and thereafter to the end of present
January 1st to June 30th, 1917 cortain; and subject upon 30. day's noticed in writing, and subject unions to ben'illness to will not be a subject upon 30. day's noticed in writing, and subject union with the subject upon 30. day's noticed in writing.

war unless terminated by the Buyer upon 30 day's notice in writing, and subject to Seller's renewal of leases for plants producing foliul under contract, notice of such renewals, if made, to be given before December 18th, 1917.

ANTICLE TOLDO, water white, distilling 100% within 2°C of the true boiling

point, equal in quality to Barrett's specification for Pure Toluci.

OUANTITY
Seventy two thousand (72,000) to One hundred two thousand four hundred (102,400) gallons during 1917 in accordance with delivery schedule below.

One dollar and fifty conts (41.50) per U S gallon fob Woodward, Als. and Johnstown, Pa. in Seller's tanks.

Gash on presentation of railroad Bill of Lading and certificate of inspection at Bank of Montreal in Ottawa, in New York Exchange.

DELIVERIES January to April inclusive 4000 to 5600 gallons monthly May to December inclusive 7500 to 10000 gallons monthly

CONDITIONS Any quastion of quality to be adjusted by Stillwell & Gladding,
New York City.

Each month's abinnents to be treated as a separate and independent centuret, but if keyer falls to fallfill terms of processor gayments or gayment must also defear that was defear forther adaptament until sand-defear is made good and may at the special processor of the s

above terms.

In the event of war, fire, flood, strike, lockout, accident or other like cause beyond the control of the seller, interfering with the production of the goods herein described or the supply of any raw material of which the said strike is a prodest, deliverize under this contract may be suspended by the seller during the prodit required to remote the cause or regals

the dumage, and the total quantity deliverable under the contract shall be reduced in proportion to the duration of such

unspention.

Packages to be charged at regular prices and paid for same as contents, but credited same as charged when returned in good order within sixty days.

ACCEPTED: January 5th, 1917 ACCEPTED:

Dritish Enniged of Ch

EGAL DEPARTMENT
HORRÉ A EDISON
HORRÉ A EDISON
ATER MANUFACTURING CO.
DISON STORAGE BATTERY CO.

TELEPHONE BOS ORANGE Cable Address "EDLEGAL" ORANG



ORANGE, N. J.

May 9, 1917

Mr. R. W. Kellow,

Laboratory.

Dear Sir:-

I return herewith the following executed copies of agreements with Mr. Edison recently received from you:-

A. Hollarier & Sons, dated Feb. 13, 1917
The Heyden Chemical Works, dated Dec. 28, 1916
American Oil & Supply Company, dated Jan. 4th, 1917
British Chemical Company, Ltd., dated Jan. 5th, 1917

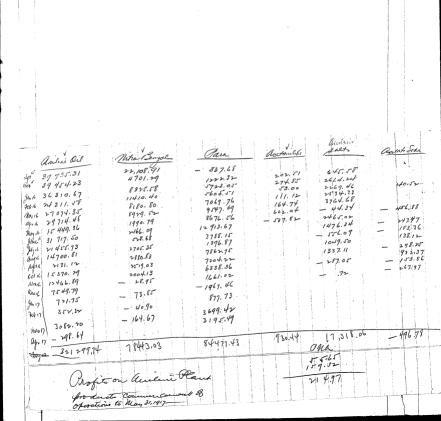
Assignments of these contracts to New Jersey Froducts. Incorporated and letters of notification of the assignment, all to be signed by Mr. Edison, were prepared some time ago and turned over to Mr. Emery, the understanding being that the assignments and letters would not be used until New Jersey Products, Incorporated had been authorised to do business in New York State and that they would be dated with the dute of such authorization or later. New Jersey Products, Incorporated was authorized to do business in the State of New York on May 7, 1917. Mr. Emery was to furnish you with copies of these assignments and letters.

Yours very truly.

HL-JS

C.C. to Mr. Emery

Henry Canadan



are now being made of there terring

no market for them.

Depot 1915 61506.54 Oct 1915 45327.81 48506.39 Nov 1915 8612.84 Dec 1915 Jan 1916 53298.39 Feb 1916 43 690.47 44970.36 mar 1916 apr 1916 52121.11 26636.10 May 1916 June 1916 2678.56 July 1916 696.35 aug 1916 17884.21 13951.42 Dept 1916 26 057.75 Nov. 1916 19957.84 15-15.16 2974.32 Jan 1916 1266.95 Feb 1917 6044.47 mar 1917 1375.35 R apr 1917 1230.63 The products duentiened in the original Cetter May 1917

460 328.97

Plant was making the following products, which contributed to profit by percentages approximately as follows:

Hitrobonzol. 15%
Anilino Oil, 64%
Acetanilid, 1%
Paraphenylendiamine, 16%

Antline Salts. 48

on account of the low prices prevailing at the present time, plant is unable to produce these commodities at a profit with the exception of the Paraphanylendianthe, and it is questionable whether the plant can continue to run with this one product.

Parapharylendlamine profits here approximated \$75,000. in which Mr. Brady has chared.

According to letter of agreement, the gammacture of this product was not originally contemplated.

This spount, paid within two years, represents practically 254% per gran.

TOTAL.

15,000.00

\$177,774.90

January 31, 1917 - "

W IST TO THE WAY Thous whole Cost of Anhie - slant 1st Contemplaced, 4 poets, 3 nitration pato - a still, Then shace addition of 2 Cost vion pats for meching Extra Myrbrenz Then show additional Pets to Wacha munipertale the Extra Mepobanie -Then chacus the 5th paf & The taules of Extra Eggar Extra Cooler -Then shaw the Poeraphougher Ly plant & Duger Then the Ludui hyprocelloude plant of the local -

A first contemplated to the role eath P. P. track additional 2 Gast Som Pets for making My base additional Tota to wash manipulate / Extra Myrban Towel Tifth aniling Tota the extra Eggs Boiler andene Types Charide Clant & Well Total In Stmille, 1967, to Revilled Station work a letter to m. N. From Sentine we the anche back, back Secretarial Service Department

Office of Secretary

PUNCTION: Thomas A. Edison, Personal

Memorandum No.

SUBJECT: Accounting for Amiline Plant Partnership

Date Apr. 9, 1918

2499

hr. J. W. Robinson. Secretary.

Thomas A. Rdison, Inc.

As you no doubt know the Aniline Flent at Silver Loke was operated under a Partnership Agreement between Mr. Edison and a New York individual.

hr, heathert arrange that the time the plant was sold to Thomas A. Misson, Inc. plant in our organization with the Riston's partner that we algoth headle the plant in our organization that we algoth headle the plant was the plant which the plant was considered to the plant was considered to the plant was considered to make for revenues, etc. when the plant was possessing of thems A. Misson, Incorporated, regarding these circumstances at the time the plant was sold to Thomas A. Misson, Incorporated.

the profits and losses have been from the date of the equilities of this plant by Thomas A. Edison, incorporated to date? Bas all stook, equipment, etc. been disposed of, so that we can arrange to make final accounting to the Edison's partner?

If you cannot give me this information at this time will you kindly advise me how soon your office may be able to do so, and kindly bear in mind that we should have the data to close up this accounting at as early a date as practicable.

R. W. KELLOW

Secretary

RWK/JL

Copies to:-

1583-3-5C-318

SECRETARIAL SERVICE DEPARTMENT OF THOMAS A. EDISON, INC.



FORCEION: Aniline Plant of Ocal Tar Products Division of T.A.E. Inc Memo. No. | 2 | 1
SUBJECT: Accounting for Aniline Plant Fartnership. Date April 13,1916.

Mr. R. W. Kellow, Secretary, T. A. E. Personal.

Replying to your Memo. #2499 of April 9, 1918:

Personal was turned over to Thomas A. Edison, Incorporated, mobine responsible for the conduct of the scounts in Thomas A. Edison, Incorporated was sware that any outsider was interested financially in the Plant. Apparently no memorandum was ever issued to Thomas A. Edison, Incorporated outlining the exact status of the Antitus Plant as taken over.

However, since this undertaking was taken over by monas A. Edion, Intoporated, tithe, if may, profit has been made. Until the whole the man and the state of the man and the state of the s

-----000-----

J. W. Robinson.

Secretary.

104.

Secretarial Service Department
THOMAS A. EDISON, PERSONAL

Color Right

Function:

Edison Benzol Plant at Woodward, Ala.

Memorandum No. 372

Date July 8, 1919.

SUBJECT: Hirzel Royalty

> Mr. J. H. Smith, Bookkeeper, Thomas A. Edison Personal:

shall have to dispose of the account; in the Account Popular of the Account in the Account is the Account in the Account is the Account in the Account is the Account in the Account is the Account in the Account is the Account in the Account in the Account in the Account is a substituting by the Edison on the backs of output of this plant, and shall have to do the same thing in connection with his account, on the books of the Johnstown plant.

To propare for this, please make journal entries on the accounts for each of these plants, charging Accounts Payable He inrich Hirsel, and crediting an account in General Lodger entitled "Reserve for Hirsel Royalty," Make explanation in your Journal Entries as follows:

who based on quantity product ion by Rr. Edison without knowledge of Mr. Hirsel on account of the fact that Mr. Ziison used appractus shown on Hirsel plants in connection with all Bornel plants. Edition states that the patent was called a Bornel plants in considerable with the Mr. Ziison used appractus and now, and the Mr. Ziison takes that the patent was called a Bornel plants. Extends now that the patent was called a Bornel plants in the Mr. Ziison takes that the patent was called a Mr. Ziison takes that the patent was maleading and caused me and the Mr. Ziison takes the mortal control of Mr. Ziison's instructions to set under the Mr. Ziison's instructions to set under the Mr. Ziison's instructions to set under the Mr. Ziison's instruction to the outside the mr. Till the Mr. Ziison's instruction to the world Wr. Ziison's instruction was a subject to the world Wr. Ziison's instruction was a subject to the world Wr. Ziison's instruction was a subject to the world Wr. Ziison's instruction was a subject to the world Wr. Ziison's instruction was a subject to the world Wr. Ziison's instruction was a subject to the world Wr. Ziison's instruction was a subject to the world Wr. Ziison's instruction was a subject to the world Wr. Ziison's instruction was a subject to the world Wr. Ziison's instruction was a subject to the world Wr. Ziison's instruction was a subject to the world Wr. Ziison's instruction was a subject to the world Wr. Ziison's instruction was a

The same entry and explanation should be made on each set of books, namely Woodward Flant and Johnstown Plant books.

When the books for these plants are entirely closed up and the balance of remaining accounts are taken into the accounts of Thomas A. Edison Personal, a reserve account of the same title should be operad on the latter set of books, with explanation along the lims of the above.

on the Woodward books whon you make the entry referred to above, make note in ink on the ledger account that Mitsui & Corpany, selling agents for the Woodward plant are entitled to payment of one half of the amount

Copies to:-

1533-3-50-10-18

of royalty so up, providing it is not required that the royalty be paid to Hirsel, insauch as one half of the assumt is charged to then under their solling arrangement with life. Misson and paid for by them. Corry the results of the half probably have to carry this reserve account of the shall probably have to carry this reserve account along on the books of Thomas A. Edison Fersonal for several years. I am advised by the light Department that our patent have allow a patentse under a suit for infringement damages for only the period of six years pairs to the date his suit is instituted. If filtred therefore, does not be obtained to recover any damages uniforms.

R. W. Kellow,

Secretary.

Ediphoned



Memorandum No.

al Tar Products Division of Thomas A Edison. Inc. Accounts for Aniline Plant

Function:

Date Sept. 18.1919

Mr. J.W. Robinson, Scoretarym Thomas A Edison, Incorporated.

Attached is my original memorandum # 4672 dated May 22,1919 subject as above, which you returned to me with the following notation. "In my opinion there was no Profit or Loss on Amiline business after we took it over, but am afraid accounts will not admit of analysis. Mr. Mambert says OK to take this position and to Bay B. whatever we owe him." This notation is dated May 27th and you told me on June 2nd that you would look into the matter further.

As I have told you there is about \$65,000 showing by our accounts as due B. I understand the accounts of Coal Tar Products Division have now been closed and am wondering whether you can give me any further information on this, or whether you feel like assuming the responsibility of advising, without further investigation, that T.A.E. Personal make out this account to B.

R W KELLOW

Secretary

Copies to:-

(Consecutive Binder)

3PQ-B-5C-5-19

Secretarial Service Department

THOMAS A. EDISON, PERSONAL

Function:

and the second second

SUBJECT:

Memorandum No.

Mr. J.W. Robinson, Secretary TAE Inc.

When you have had a chance to settle down again into the traces, will you kindly let me have your advice regarding any Profit or Loss made in the Antline Department of Coal Tar Products Division, after you purchased the Kritting from Mr. Edison? See my memorandum of September 18th.

R W KELLOW

Secretary.

Copies to:-

(Consecutive Binder)

8PO-B-5C-5-19

AMILINE BUSINESS OF

THOMAS A. EDISON, INC.

October 20, 1919.

The is absolutely impossible to arrive at any figure of It is absolutely impossible to arrive at any eighter of profit or loss on the Amiliae Deant after it was taken over by us. If pointed out what would happen when the consolidation was 1. With reference to the attached correspondence from effected, but

- Mr. R. W. Kellow regarding an accounting of the Amiline Business of it went thru' T.A.B., Inc., I fully agree with your opinion that the accounts of just the same.
 the Coal Tar Freducts Business will not admit of analysis.
- 2. I believe the best information we can furnish on this to use these matter is to take the inventories and investments in buildings and figures "your matter is to take the inventories and inventories and independent of all four plants (Garbollo, Phonoll, Aniline and Amido-blood be combened) at May Slat, 1917 or August Slat, 1917 and pro-rate the loss your own blood he on sustained up to the date the Goal Tar Products Business was liquidated vis., August 31, 1919 on the basis of the values shown by each, head _ J.W.R.
- trunsferred from the Garbolia, Phenol, Antilus, Antidophenol and Geal C.S. Thus its Tar Products Diristons to the Control Diriston from June 1917 to February 1918 inclusive, together with the profit shows by the Geal Tar Products Business from March 1918 to August 31, 1919; 5. The following is a statement of the profits and losses

Profit 6,750.00 July, 1917 (Carbolic) 1,604.49 (Aniline) 30,428,24 (Carbolic) 28,723,30 Pheno1) 2,010.08 (Amidophenol) 14,055,93 Sept., 39,657.89 Oct., 54.408.95 Nov .. 5,163-09 Dec. , 86,600.70 Jan., 1918 п Peb. , 39,372,36 55.089.54

> \$134,327.55 \$289,536.82 134.327.55

\$105,209,27 Less - Profit of Coal Tar Products Division from March 1st. 1918

to August 31, 1919 (the date this division was liquidated),

Not Loss

3.948.08 \$101,261,19

4. In the schedule below, I have pro-rated the net loss of \$101,261.19, shown above on the basis of the total inventories and investments in buildings and equipment at May 31, 1917:

A. Anilire Division \$ 85,907.00 Inventories 6,417,02 Buildings (Net) Equipment (Net) 30.583.55 \$122,907.35 \$ 15,310.70 B. Phonol Division 103,887,50 16,113,44 108,973,59 228,974,53 Inventories Buildings (Net) Equipment (Net) 28,523,59 C. Amidophenol Division Inventories 12,643.30 5,864.74 Buildings (Net) Equipment (Net) 17.311.20 35,819,24 D. Carbolic Acid Division Inventories 353,345,71 3,098,22 Buildings (Net) Equipment (Net) 68.734.03 425.177.96 3812,879.08 \$101,261,19 Total

5. During the period from September 1st, 1917 to August 51, 1919 we sustained a loss of \$88,466,06 from the Goal Tar Froducts Business, and I present below a schedule pro-rating this loss on the basis of the inventors.

tories and investments in buildings and equipment at August 31, 1917; A. Phonol Division \$130,854.03 Inventories Buildings (Net) Equipment (Net) 87.935.98 \$282,922.13 \$ 16,547.67 B. Aniline Division Inventories 84.338.90 11,285,20 Buildings (Net) Equipment (Net) 28,156,54 123,780,44 8,793,83 G. Amidophenol Division 22,579.73 5,231,48 Buildings (Net) Equipment (Net) 3,094,27 15.743.14 43,554,35 D. Carbolic Acid Division 88,293,35 3,087.45 Buildings (Net) Equipment (Net)

\$541.272.61 \$38.454.06 Total

B. From the amount \$8,795.85 shown above as Anilino loss we must deduct the profit of \$1,604.45, transferred to the Control Division in August, which gives a loss of \$7,189.54 as against \$15,510.70 in the first nobedule

6. A. I am not familiar with the agreement between Mr. Edison and '9s', and do not know if a deduction out be made on the basis of either of the above schedules; if a destined attainment of Bales, Oost of Sales and Profits is required I think we are helpless.

R. I believe the first schedule is the better basis of prorating the loss on account of the adjusteme of profits and losses made with the Rdison international Composition, seem of which may here sugited against goods sold in June, July and August, 1917 before the books of account were consolidated.

Q. The loss of \$10,821.19 shown by the first schedule inclines interest on irrestence momenting to \$40,727.79, and the loss of \$50,845,05 cm. I can be supported in the loss of the \$50,856.05. I can morely send interest a shuller the seconting to \$20,856.05. I can morely send insight like fact, for the reason that the agreement between &c. Edison and "B" may not permit the inclusion of interest in costs.







Legal Series -- Harry F. Miller File Group 3: Legal and Personal Business Records (1911-1923)

A This folder contains correspondence, agreements, financial material, and other documents covering the years 1911-1923. Almost half of the lims are from 1917, the year that Richard W. Kellow succeeded Miller as secretary for Edison's personal interests. The few Items for the period after Kellow left edison's employ in 1921 appear to have been handled by Edison's brother-in-law John V. Miller (no relation to Harry F. Miller) in his capacity as assistant financial executive of Thomas A. Edison, Inc. (TAE Inc.).

The documents handled by Miller from 1911-1916 include agreements pertaining to the sale of Edison's interest in the Lansden Co., a manufacturer of electric delivery wagons, and to the lease of cows owned by Edison to the Edison Portland Cement Co.; requests for assistance from son William Leslie Edison and from longtime associate Edward H. Johnson; and a letter from Edison to the Russian government, attesting to his son-in-law John V. Sloane's airplane company's capability of fulfilling an order. Also included are items relating to Edison's real estate holdings at Menlo Park and Silver Lake, New Jersev.

The documents handled by Kellow from 1917-1919 include assignments relating to the recording rights of Henry Ford's band, Ford Hawaiian Quintet, who made a number of Edison disc record's; agreements and correspondence relating to Edison's rental of the yachts Yankee III, Rampant, and Hydraulo for wartime experimental work; financial statements and a guarantee faibility for workers' compensation at the Edison Portland Cement Co. (EPPCo) and the West Orange Laboratory; a seventeen-page list of expenses incurred in setting up the benzo Iplant at Woodward, Alabama, a joint project of Edison and Mitsui & Co.; and balance sheets showing the capital stock and net worth of TAE Inc., the Edison Phonograph Works, and the Edison Storage Battery Co.

The documents from 1921-1923 pertain to the life insurance policies of Edward and his family, the value of Automatic Phonograph Exhibition Co. stock issued in 1890, and the patent rights of the Edison Storage Battery Co. in regard to the starter battery that Edison was developing for the Ford Motor Co. The correspondents include Edison attorneys Delos Holden and Henry Lanahari, TAE Inc. financial executive Stephen B. Mambert , John V. Miller; EPCCo president Walter S. Mallory and assistant manager Alfred Hallingsworth- Moses; James A. Serrell, owner of the Rampant; and Max Zwickl, owner of the Hydraulic.

Approximately 50 percent of the documents for 1911-1923 have been selected. The unselected material includes duplicates, envelope wrappers and contents lists, documents pertaining to business not involving Edison, and additional items relating to insurance and rent for the Rampant.

of there founds Par Value \$ 250 lach total \$ 12500 Shall I see if they can be said? Myll

The Gity Club of East Orange

20 Prospect Street

Enst Grange, N.J., January 24, 1911.

JM 26 G

TO THE HOLDERS OF THE SECOND MORTGAGE BONDS OF THE ORANGE CLUB

The City Club of East Connge was organized in March, 1910, taking over the property of the Orange Club and assuming its obligations. Since them the Club house has been equipped with Bowling Alleys and otherwise improved at a cost of pured to the control of the

The second mortgage five per cent. (5%) bonds of the Orange Club fall due on February 2, 1914.

The plan of the City Club is to exchange these bonds for a like amount of a new second mortgage issue, amounting to \$7,375 bearing five per cent. (5%) interest and running for fifteen (15) years, with a provision for their retirement by lot.

The new issue of second mortgage bonds will be a better security than was the present insue when put out. They will be a first line upon the property after the first innertigue of \$12,500 as were the present bonds. The total insue of new second mortgage bonds will, however, be only \$7,573 as seation. \$12,500 oil the present interest of the

The sum of the first and second mortgages (\$12,500 and \$7,375) will be \$19.875, whereas the call estate and equipment stand on the books of the club at \$42,500, the insurance carried is \$24,800 and the assessed value of the real estate for taxing purposes is \$21,000.

Please send your bonds to The Savings Investment & Trust Co., East Orange, N. J., which will give ad interim receipts and will deliver the new bonds when issued.

> RICHARD N. DYER, PRESIDENT, CHARLES H. ELY, SECRETARY, -FRANK M. BENNET, TREASURER.

RICHARD N. DYER LEONARD H. DYER LOUIS DODESNY TANK OF

DYER, DYER & TAYLOR

COUNSELLORS AT LAW

PATENTS, TRADE MARKS, COPYRIGHTS, CORPORATIONS

31 NASSAU STREET

CARLE ADDRESS VERWEINE NEW YORK TELEPHONE 2010 COSTI AVOT

NEW YORK

H. F. Miller, Esq., Edison Laboratory Orange, N. J

Dear Mr. Miller:-

my () 1911.

Your letter of January 31st to Mr. Bennet, Tressurer of the City Club of Rast Orange, and referring to the five Orange Club bonds, held by Mr. Edison, has been handed to me.

The City Club, of which I am President, is getting to be a flourishing institution. While the members are ready to put up money for additional facilities and attractions which add to the security of the bonds, there is no fund for the purchase of these bonds. A few of the members have gotten together and agreed to put up money to buy at whatever discount they can the bonds of persons who will not exchange and will feel badly enough about it to force a foreclosure. I do not count Mr. Edison among this number, and hope that he will consent to the exchange of his bonds. The matter, of course, is very trifling from his point of view (the five bonds only amounting to \$125.), but from the point of view of the few members who are obliged to carry the "bag" - to use the language of one of his own phonographs -

> "Every little-bit, added to what you have, makes just a little-bit more."

> > Yours very truly, Mick A Syn

Shomas & Edison

The Edison Portland Cement Co. Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.

P. O. ADDRESS, STEWARTSVILLE, N. J.

January 18, 1912.

M 28 812

Dear Mr. Edison: -

I beg herewith to hand you in duplicate the agreement covering the cows, properly executed, and would ask that you sign and return to us one copy.

This agreement was drawn by Judge Morrow and has been passed on and approved by your Legal Department.

Yours very truly,

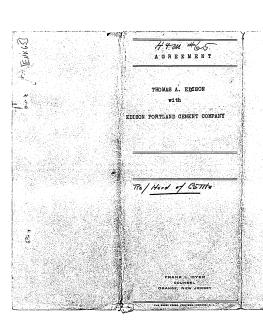
WSM-RBS ENCLOSURE: - 2

President.

Depresident.

Depresident.

Depresident.



THIS AGREEMENT, made this day of Same, in the year nineteen hundred and twelve, between THOMAS A. EDISON, of West Orange, New Jersey, party of the first part, and the EDISON FORTLAND CEMENT COMPANY. a corporation of the State of New Jersey, having its plant and principal office at New Village, in the County of Warren and State of New Jersey, party of the second part, WITHESSETH that the said party of the first part doth agree to lest and lease and the said party of the second part doth agree to hire one hundred and fifty cows, or a greater or less number as may be mutually agreed upon by the parties hereto, for the purpose of producing milk from and upon the farms and premises in the occupation of the said party of the second part situate in the township of Franklin in said county of Warren and adjacent townships therein, as may be agreed upon by and between the said parties, and also a sufficient number of bulls to run with said cows for the purpose of breeding from the same, upon the following named terms and provisions, that is to say, the said party of the second part shall receive the said cattle as they may be shipped or sent to the said party of the second part by the said party of the first part at such place or places as the said parties hereto may agree upon, and thereupon take and place and keep the said cattle upon the said farms and premises above referred to for the space of five years from the time the full number shall have been received by the said party of the second part as may hereafter be agreed upon by the parties hereto; shall care for, keep in good premises and feed with feeds suitable for the purpose of the proper maintenance of the said cattle for and during the said full term of five years as aforesaid;

and at the expiration of said term shall return and deliver the said cattle to the party of the first part.

The party of the first part agrees that the said party of the second part shall during all the time of the said torm have and receive and take to its own use all the milk, butter and incresse in said herd of cows and that in case the party of the second part desires that any of said cows or bulla be sold at any time during the life of this agreement, he will sell the same at the best price obtainable and devote the proceeds to the purchase of additional cows or bulle as requested by the party of the second part, said additional wows or bulls to be added to the original herd and leased to the party of the second part for the unexpired portion of the term of this lease, upon the same terms and conditions as the cows and bulls originally purchased.

It is further agreed by and between the parties that at the termination of this lease, the said herd of cows and bulls shall be appraised and the party of the second part shall thereupon pay to the party of the first part an amount squal to the depreciation in the value of the herd as shown by the difference between the appraised value of the herd and the cost to the party of the first part of the said herd, including the expenses of bringing to said premises the cattle composing said herd.

In consideration of said Yeasing the said party of the second part shall, in addition to the keeping up of the said cows and bulls as aforesaid and the prober care and keeping of the same as aforesaid, pay to the said party of the first part, in semi-ammal payments, a rental for the use of said cows and bulls equal in amount to the interest at six per centum per annum of the actual cost and expenses of bringing to the said premises of all

the said cowe and bulls as aforesaid, including in the said cost and expenses the actual value of the said cattle, the same to be determined by reference to the receipted bills for the purchase of the same to be furnished by the parties from whom the said party of the first part may purchase the same, and not to be in excess of the amount so shown to have been paid for said cattle by the said party of the first part.

It is further agreed that during the time this lease shall continue the said party of the sedond part shall pay all the taxes that may be levied and assessed upon the said cattle, including the said natural inorease thereof.

It is hereby further agreed by and between the respective parties hereto that if the said rental shall at any of the times when the same is hereby stipulated to be paid remain due and unpaid and so continue unpaid for the space of ten days the party of the first part may forthwith and without any notice or legal proceeding whatever proceed at once to take possession of the said cattle and either remove them from the said farms and premises to such place and places as he may deem best, or, at his discretion, he may leave the same on the said farms and premises and keep, feed and maintain them thereon by his own servants and at his proper costs and charges and take and receive to his own use all the milk, butter and other produce therefrom and all the natural increase of the same for and during the remaining time of the term of this lease after such failure to pay the said rental as aforesaid.

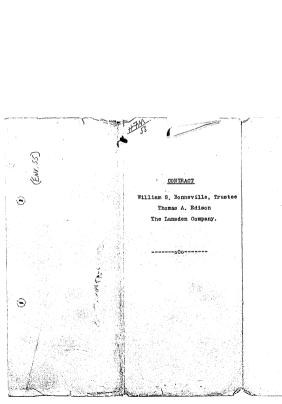
It is further mutually agreed by and between the parties to these presents that so long as the said cattle shall remain on the said farms and premises, either in the possession of the said party of the second part under and by virtue of the terms of this lease, or in the possession of the said party of the first part in case he shall re-possess himself of the said cattle for or by reason of the non-payment of the rental hereby reserved, no manure by the said cattle made shall be removed from the said premises, nor shall any such manure be at any time after the termination of the said term or after the termination thereof by reason of the non-payment of the said rental be removed from the said premises, but all such manure shall be and remain on the said premises as the property of the said party of the second part hereto.

It is expressly agreed that this lease shall not be assigned or the cattle hereby leased be sublet to any person or persons whatever save with the consent in writing of the said party of the first part hereon endorsed by the said party of the first part, his executors and administrators and assigns.

And it is hereby expressly agreed that the terms of this agreement shall be to the beneficial use of the said party of the first part, his executors, administrators and assigns, but in no wise to any successor or assigns of the said party of the second part without the consent in writing of the said party of the first part, his executors, administrators or assigns endorsed hereon.

IN WITNESS WHEREOF the said party of the first part hath hereunto set his hand and seal and the said party

-	
	of the second part hath caused its corporate seal to be
	hereto affixed and these presents to be signed by its
ı	President and attested, the day and year first above
	mentioned.
	Titness to the signature Shoo O'Cdwon of Thomas A. Edison
	Wuff dleadownofty
	EDISON FORTLAND CEMENT COMPANY By
	Attest: //
	Tilliam Cortorne President.
	Secretary.)



g x (D Wys) MEMORANDUN OF AGREEMENT made this Howelf day of Leaves, 1912, by and between William G. Bonneville, Trustee, party of the first part, Thomas A. Edison, party of the second part, and The Lansden Company, a corporation organized under the laws of the State of New Jersey, party of the third part, WITHESSETH:

WHEREAS, the party of the first part on the 14th day of Tecember, 1911, ande in writing a certain offer to the party of the second part, which said offer was duly approved and accepted in writing by the party of the second part on the said 14th day of December, 1911, and

WHEREAS, upon the acceptance of the sforesaid offer in writing the party of the first part paid to the party of the second part the sum of Twenty-five thousand Dollars (\$28,000.) pursuant to the terms of said offer and acceptance: and

WHERMAS, since the execution and acceptance of the aforesaid offer, cortain changes and amandments to the terms thorouf have been duly agreed upon by the parties of the first and second parts, which are now necessary to effectuate the full spirit and intent of the aforesaid written offer and acceptance,

NOW THEREFORM, in consideration of the sum of One Dollar (\$1.) each to the other in hand paid, the receipt whereof is hereby seknoxledged, the parties hereto do mutually agree and covenant each with the other, their heirs, administrators, executors, successors and sasigns, as follows:

(1) The terms and provisions of this agreement shall be deemed to be and be construed as assendatory and supplementary to the provisions of the aforesaid offer and acceptance, so far as they may so reasonably appear, but the terms of this agreement shall be absolutely controlling



upon the parties hereto in case of any ambiguity or inconsistency arising between the terms of the aforesaid written offer and acceptance and the terms of this agreement.

- (2) The party of the first part shall upon the execution of this instrument pay to the party of the second part the sum of One hundred thirty-one thousand thirty-seven and seventeen one-hundredths Dollars (\$131.037.17), which together with the aforesaid sum of Twenty-five thousand Dollars (\$25,000.), paid as aforesaid by the party of the first part to the party of the second part on or shout the 14th day of December, 1911, shall constitute payment in full to the party of the second part for the total outstanding capital stock of the party of the third part, which said total outstanding capital stock the party of the second part shall thereupon deliver to the party of the first part duly assigned to said party of the first part, and the party of the second part shall at the same time deliver or cause to be delivered to the party of the first part the resignations in writing of all the directors and officers of the party of the third part, which said resignations shall provide in terms that they are to take effect when accepted by the Board of Directors or the Stockholders of the party of the third part.
- (3) The party of the second part further agrees to assume, and does hereby assume and agree to pay, upon demand and the presentation of a proper certification or certifications by the officers of the party of the third part, all the lishilities and debts of the said party of the third part of whatsnever nature originating from or by resson of the general conduct of the business of the party of the third part prior to November 1st, 1011, with the exception of certain Accounts Payable amounting to the sum of Fourteen thousand one hundred seventy-one and eighty-eight one hundred the Dollars (\$14,171.88), as more particularly set forth

0

in Schedule 1 hereto annexed, no part of which is assumed by or shall constitute a claim or charge against the party of the second part.

9

(4) The party of the third part agrees to pay to the party of the class part the sum of Seventeen thousand mine hundred and six and seventy-one one-hundredths Dollars (\$17,906.71), said sum being the amount of certain Accounts Receivable by the party of the third part or parts thereof, which were unpaid to the party of the third part on the lst day of January, 1912, as more particularly set forth in Schedule 2 hereto annexed, PROVIDED, that said sum or any part thereof shall be payable by the party of the third part to the party of the second part only when and in such amounts as shall be collected by the party of the third part, the said party of the third part is the said party of the third part agreeing, however, to use all due diligence in the collection of the said Accounts Payable consistent with the usual and reasonable conduct of its business.

(5) The party of the first part in further consideration of the delivery to him of all the outstanding capital shock of the party of the third part, as hereinabove provided, does hereby guarantee, promise and agree to and with the party of the second part that the party of the third part will well and faithfully perform and fulfill everything by the foregoing agreement on its part and behalf to be performed and fulfilled, at the times and in the manner above provided; and the party of the first part does hereby expressibly waive and dispense with any demand upon the said party of the first part, and any notice of any non-performance by the party of the third part.

IN WITNESS WHEREOF, the parties hereto have hereunto

મુજુ કુ. દુ. છે પુષ્કુ! છે Y.F.

placed their hands and seals the day and year first above written.

William J. Bornwolle (Seal)
Party of the first party
Treatment

The Launden Co Party of the third part.

By Frank L. Agers

SCHEDULE I.

ACCOUNTS PAYABLE

of the Landen Company

as of OCTOBER 31st, 1911.

	13.69
1 - Adams Express Co.,	45.00
2 - American Federation of Labor	178.25
3 - Achille Bataille & Co.,	66.88
4 - A. & J. N. Anderson	97.00
5 - Archibald Wheel Co., 6 - American Vulcanite Fibre Co.,	5.10
6 - American vulcanite Fibre co.,	3.09
7 - Banister & Pollard 8 - Barlow Foundry Co.,	64.10
9 - Baldwin Chain & Mfg. Co.,	296.60
10 - M. L. Bayard & Co.,	505.00
11 - Brown-Lipe-Chapin Co.	799.35
12 - N. E. Booth	2.93
13 - C. Buchanan & Bro.,	5.20
14 - Brown-Lipe Gear Co.,	20.24
is - Colleins & Holden	2.67 37.34
16 - W. T. Crane Carriage Hardware Co.,	.12
17 - Albert C. Courter & Co.,	36.25
10 Contain Motor Co.	6.78
19 - Del. Lackawanna & Western R.R. Co.	1.05
20 - De Forge Belting Co.,	37.00
21 - Gustav A. Dingler	8.25
22 - Dennison Manufacturing Co.,	30.77
23 - D. Delaney & Son	15.50
24 - John Desch	4.94
25 - Edison Phonograph Works	842.95 ×
26 - Thomas A. Edison 27 - Thomas A. Edison, Inc.,	250.51
28 - The Electric Show Co.,	337.50
29 - The Essex Press	110.13
30 - Faitoute Iron & Steel Co.,	164.95
31 - Peter A. Frasse & Co.,	102.64
32 - Firestone Tire & Rubber Co.,	914.94
33 - General Electric Co.,	2499.15
34 - C. A. Goldsmith	10.35 112.10
35 - The B. F. Goodrich Co	2.63
36 - Goodyear Rubber Store	14.04
37 - John H. Graham & Co.,	-45
38 - Hahne & Co.,	171.03
39 - U. T. Hungerford Brass & Copper Co.,	81.34
40 - J. J. Hookenjos Co.,	1.30
41 - Howard Coal Co.,	468.52
42 - S. B. Howard	100,29
43 - Edmund F. Heath & Son	2.43
44 - Howard Miniature Lamp Co., 45 - Hammacher, Schlemmer & Co.,	15.82
46 - Wm. A. Jones & Son	263.07
47 - Jones & Lamson Machine Co.,	12.00
48 - Phineas Jones & Co.,	3.67
49 - The Keubler Foundries Inc.,	113.34
50 - Kevatone Vehicle Co.,	774.06
51 - Kanouse Mountain Water Co.,	9.00
52 - Ludlow & Squier	242.66 57.32
53 - E. B. Leonard	.96
54 - Link Belt Co.,	9962.25

Accounts Payable Oct. 31st, 1911 (Cont.)

Brought Forward		9962.25
55 - The Lockwood Co.,		11.31
55 - The Lockwood Co.,		.25
56 - Lawshe & Co.,		81.21
57 - Miller & Co.		21.65
68 - Murphy Varnish Co.,		1.40
59 - Chas. E. Miller		4.00
60 - The Milton Mfg. Co.,		6.00
61 - E. M. Miller Co.,		2.40
62 - T. C. Moore & Co.,		31.53
63 - Newark Glass Co.,		10.80
64 - New York Transportation Co.,		6.60
65 - New Jersey Toilet Supply Co.,		25.55
66 - Pennsylvania Railroad Co.,		283.02
67 - Public Service Electric Co.,		1.50
68 - Mathias Plum		35.55
69 - Public Service Gas Co.,		3.70
70 - W. Peterson		876.57
71 - Parish Manufacturing Co.,		27.00
72 - The Pantesote Co		3.00
73 - Prentiss Tool & Supply Co.,		-65
74 - Piging & Thorne		948.57
75 - Riverside Steel Casting Co.,		40.18
76 - E. G. Ruehle & Co.,		8.78
77 - Standard Oil Co		
78 - The Schwarz Wheel Co		329.91
79 - The Scoville & Peck Co.,		168.93
80 - Strieby & Foote Co.,		14.90
81 - Searles Mfg. Co.,		6 •00
82 - Swinehart Tire & Rubber Co.,		104.82
83 - W. L. Sheppard		7.84
84 - Timken-Detroit Axle Co.,		543.88
85 - Thermoid Rubber Co		43.89
86 - Tower Mfg. & Hovelty Co.,		3.00
87 - United States Express Co.,		1.25
88 - Underwood Typewriter Co.,		2.25
89 - Universal Caster & Foundry Co.,		16.48
90 - The Veeder Mfg. Co.,		75.49
91 - 0. T. Vogeler & Son		10.32
92 - Venino Bros. Co.,		10.00
93 - Whitney Manufacturing Co.,		336.95
94 - E. A. Williams & Son		151.59
95 - Western Union Telegraph Co.,		3.38
96 - The W. B. Wood Co.,		23.70
96 - The W. B. Wood Co.,		14,248.05
Less Debit Balances		
97 - David Conlan Jr.	75.00	
98 - Thos. A. Sanford	1.17	76.17
TO - THOS. A. SAMIOTA		14,171.88

Paid Prior Unpaid on

SCHEDULE II.

ACCOUNTS RECEIVABLE

of THE LANSDEN COMPANY

as of OCTOBER 31st. 1911.

				Paid Prior	Unpaid on
				to 1-1-12 57.70	1-1-12
		Abraham & Straus	57.70		
		Adams Express Co., New York City	34.20	34.20	77 00
3	-	Adams Vehicle Co., New Haven	74.70	57.50	17.20
4	-	Adams Vehicle Co., Washington	30.25	23.00	7.25
5	-	The Arlington Co.,	81.85	81.85	
6	-	Adams Vehicle Co., Philadelphia	102.90	102.90	
7	-	Atlantic Ice & Coal Corporation	42.59	1.00	41.59
8	-	The American Meter Co.,	11.55	11.55	
9	-	Acme Electric Garage	52.25		52.25
10	-	Bellevue & Allied Hospitals	297.99		297.99
11	-	H. W. Boettger Silk Fin. Co.	131.90	131.90	
12	-	Bayonne Hospital	.83	.83	
13	-	J. Bain	36.68	36.68	
14	-	Central Stamping Co	174.02		174.02
15	-	Commercial Vehicle Co	10.20		10.20
		Commonwealth Edison Co.	75.73	75.73	
17	-	Carew Manufacturing Co.	5.36 61.50	5.36	
18	-	Canadian Vehicles Limited	61.50	61.50	
19				9.13	
		The Albert Dickinson Co.,	10.53	10.53	
		Frank L. Dyer	10.53 2875.73		2875.73
22	_	D. L. & W. R. R. Co.,		25.84	
		Edison Chemical Works	409.30	250.58	158.72
		Edison Phonograph Works	259.45	259.45	
		Edison Storage Battery Co.,	218.11	5.81	212.30
26	-	Thomas A. Edison	198.54		198.54
		Electric Maintenance & Repair Co.	40	.40	
		Empire State Dairy Co.,	35.15	35.15	
		George Ehret	3705.06	3705.06	
30	_	Edison Elec. Ill. Co.,	15.36	15.36	
31	_	Electric Wagon Co	277.00		277.00
32	_	Edison Storage Battery Garage Co.	47.29	21.64	25.65
33	_	Electric Vehicle Co.,	13.00	13.00	
34	_	Forbes & Wallace	202.00	192.00	10.00
		Gimbel Bros.	7950.00		7950.00
		Robert Gair Company	35.51	35.51	
		Globe Storage & Carpet Clng. Co.	93.94		93.94
		Green Car Sight Seeing Co.,	3.60		3.60
		James A. Hearn & Son	460.00	124.20	335.80
		A. G. Hyde & Sons	6.73		6.73
		The Highes Company	17.70		17.70
10	_	Jersey Biscuit Co.	205.49		205.49
		J. R. Kinsey	2.50	2.50	
44	_	A. Luchow	6.04	6.04	
15	_	0. J. Lange	20.00	20.00	
		R. H. Macy & Co.	4.00		4.00
-20		м. д. жој ш оот,	18.389.60	5413.90	12,975.70

Brought Forward	18,389.60	5413.90	12,975.70
47 - Manhattan Electrical Cupply Co.	7.72	7.72	
48 - Multnomah Lumber & Box Co.,	30.55	23.50	7.05
49 - Merchants Transfer & Storage Co		24.50	2.069.45
50 - Jacob Metzger Co	2,725.00	2725.00	
51 - F. J. Hewcomb Mfg. Co.,	7.00		7.00
52 - New York Telephone Co.,	31.01	13.50	17.51
53 - New York Transportation Co.,	17.13		17.13
54 - New York Dock Co.	560.00	560.00	
55 - New York Hospital	91.21	91.21	
56 - Eugene E. Nice	4.06	4.06	
57 - Northwestern Supply Co.,	2.835.00		2,835.00
58 - Olympia Brewing Co	20.00		20.00
59 - D. Pender Grocery Co.,	1,326.11	1326.11	
60 - Rochester Ry. & Light Co.,	54.22	54.22	
61 - Steinway & Sons	160.52		
62 - Sauguoit Silk Mfg. Co.,	13.80		
63 - Thompson & Norris Co.,	2.20		
64 - United States Express Co.,	7.02	7.02	
65 - Virginia Ry. & Power Co.,	1.10		
66 - Wells-Fargo & Co. Express	137.31	137.31	
67 - Western Electric Co	9.49		
68 - Winchester Repeating Arms Co.,	2.47		
	28,526.47	10577.63	17,948.84
Less Credit Balances			
69 - Anderson Electric Car Co		6.50	42.13

70 - Nestor Electric Vehicle Co...

2 10 3

(ENV.76)

Harristown, N.J.

Draw Cheah

There has been handly and my that has present that I have not tried to get down to the hab. in order to thank you for the goods you ordered for one. The surve metter, wandeton of wards here and principally the notion consistent of my tries. Undertilled y you may seem to consider that I am trying to onethy your sundoness in this matter but that has been just into the business every permy that has been put with the way out to here to alway for itself and yet the way out is not established as the outlink demands. I am going to ask you if you will allow me fifteen dollars a week until June frest. The reason of this is as follows. Our cow has gone dry 1: 2. gendently stoffering the quantity of much and will not be freely until latter part of June. an making my "search" food for young sheasants, ? requeses not see than before to twenty quents of milk during the season, each day, & 9 had to furchase this milk it would be considerable over fifty doctors a month for four to five mouth on the other hand, 9 cam purchase a first class

9

fresh cow for sufty owlears - This means a saving of our a hundred and fifty dollars and you still have the cow. again, I will use around thee to five dozen eggs which the queter parts I will have to princhase unchang as I bount enough heurs this year to do much in tulping me out. These two items about to the feed for the laying stock, cows, oil for browders incubaters and the cages for they young stock after eight weeks old and many other details will ent up wandwable more cash outlang than I have in fact, I have brighed very close and during the next from months my absolute effendatures will not be less them set duelars a day. I would frefer this amount sach week instead of in bulk as I am then assured of abudute necessates and furthinners get break food each week. which is the test method. I begune that I shall need a cage for the youngeties not less than 150 x75 which were not me back 4700 for the were alone. 9 get the posts on the property and of course do my own labor.

This is absolutely the final request for assistance as mighting also coin shape, the binds are all well. The work at all early, and 4 feel that empthing is grang to turn cut aplendaty;

my output to particuly rold before a single off to state. build and this is your denser, is gritfying to me and I would to give my satistic time to get out and near way buil I dated and wil him to want to would about from the build I dated and will be a comment of the world to well to any

Thungs with be in field away beginning sounch 1st and this fine will be worth seeing agts. that, I think you again for anything you been done for me and I hard sound for each such that the that the thing the sounce, investig will be I as government with the them.

your loving son

Danny Miller -5/22/13

[NR 44]

Jamy Say 19K weasels got into my.

CMAY 1913?]

pheasants the other night and billed all the amhersts, Ten English, all the Hungarian partridges, all the grouse and quail and come down near putting the game burners on the hum.

For two night, I said up and.

managed to tall two weeps and destroyed a next of young. Have lights

all around the cages at night, several

durys and many traps and 9 doubt of a will again be troubled by the blood thisty murderers. Have over two hundred theasant eggs under hears now and while the loss is very hard on me, quive be able to raine a bug bunch of binds yet as 9 still have 39 buds left. 29 were helled.

Regarding the extra fifteen dollars

you are allowing me, will you not continue same until the season is over as 9 am under heavy efferse and would like to purchase eggs of the varieties, 9 lost and as there are expensive and the beed bills are increasing the extra amount is more than necessary to beef above water. Within five weeks 9 shall have nearly a thousand young theasants Bantamo ete to take care of let alone the fact that 9 am futting in a large com and out field as well as many other crops perturning to the business. all this costs a lot as everything has to be hired having no houses to do the work. If everything fraus out o.k. this summer, I will be fully prepared for another year. another serious problem with me is the fencing that will be required and all this has to be purchased and put up not later than august and returns do not begin to come in until the season opens in hovember. Therefore. you see, I have real need of all the money 9 can get hold of and 9 trust you will continue same until 9 can get along without it. Personally that time would be never but when 9 can get

Sunday. William

with you and tell you.

along without it. I will be homest

[=.W. 76]

Locar Fother : OK IM.
Regardley the extra fetteen

would ask you to send it this week for the last time as I can keep above water by selling stock and produce with our crops are off. I have taken this place for three years longer arm anomaling prefugations to go ahead on a large scale next year. This

year was rather dissections due to
eye and thust trouble but this was
eye and thust trouble but this was
earned by the pount stock and not
due to the locality. your can never
tell what your get when your purchase
to did when your rave your own

vitade but when you rain you own binds you can pick the best for breaks and more confident regarding results.

Bathand is putting a new roof on the entire bourse which will make its more limbble as it reined in every

own before. Blanche's young sesting

is to be married the latter part of next month at our home here and of course this will be more expense to me but we are trying to make it evet as little as forable and quiet enough to just escape being a funcial. I don't suffere you have beard from marion? NO. went up to Edison few weeks agg and it

certainly looks france, fine words two about all one can do is to been the radiation can from hitting you in the face on some of the hills. Went up to look over house found but found she had gotter ente society and renamed." Beaver butin' with cottages all around it. 100 come up and see my buds as I am

ame you will be nterested in them.

emportation of game birds has stoffed and importers and others are beginning to give adus for local heed birds and from what I leave prices will be sky-high. Over thee hundred thousand finds were imputed from Jenance, Emfand and armany alone lost winter and as work can come from Cermany and England as well as I rance has published expertation of any flesh whatever it will be up to the american breeders to fill orders and we can make our own price how guny Stade farm made a rank failure this year and the state wants my hinds but they won't get them at the price they will your levery som william

Thursday

Cable Siddross: Mitsui, N.Y.

MITISULI&COLLMED.

Fliphene 10010. Madisen Square

LONDON

TORIO HIIXE OTARU DALEY SECO.
VOKOIAMA WAKAMATSU BAPONO TIEHINO CHE

WAKAMATSU YOKOHAMA YOKOSUKA KOBE KURE OBAKA SASEBO NAGASAKI HOJI MAIZURU MURORAN KUCHINOTZU AWOMORI NIIGATA MIYAKO TSURUGA BUNAGAWA OTARU DALNY
BAPPORO TIELINO
TAIPEH TIENTSIN
TAINAN CHEFOO
CANTON HANKOW
HONG KONO SWATOW
SHANGHAI AMOY
KEWCHWANG FOOCHOW
CHOBHUN TSINGTAU
HARBIIN PEKING

MOUKDEN SEOUL CHEMULPO ANTOHKEN KWANCHINTU BANGKOK RANGOON SOURABAIA CALGUTTA SYDNEY

HAMBURG
LYON
PETROGRAD
DALLAS
SAN FRANCISCO
PORTLAND
HANILA
BOMBAY
SINGAPORE

25 Madison/Svenue;

New York/ February 26, 19/6.

Thos. A. Edison, Esq., Orange, N. J.

Dear Sir:

We wish to thank you for the letter you have kindly written this day to the Chairman of the Russian Government Committee in regard to the delivery of aeroplanes by the Sloane Manufacturing Co. under the provisional contract which has been executed.

We regard this letter as an accommodation to us, and wish to say that we will indemnify you if you should experience any trouble or loss in connection therewith.

Very truly yours,

Shinzo Taxaxi

I have unstigated the facilities of the Shaane Co and between that of the Engine are received promplly that the Derophanes can be delivered in Seven mouths in fact I think they can be delivered much account I will be good to give the Drama Every assistance that my works will efford,	
THE THEORY IS NOT THE OWNER OF THE OWNER OF THE OWNER OF THE OWNER OF THE OWNER OF THE OWNER OF THE OWNER OF THE OWNER OF THE OWNER OF THE OWNER OWNER OF THE OWNER OWNE	
- HALAS MAY ROLL (1997)	
\ <u></u>	
2	

for an assembly hindaing, food To Kin Excellency, Opened H. Sapojnikoff Claiman of the Russian Given and Committee (how Jak) materials, and for them I believe they are in a position to execute this order on time to top freehot no inchanty histories and should be able to auticipate Regarding the provisional order given by General Hearmonius to the Storm manufacturing Co. I this deliveries to a large Extent take pleasure is saying that huld and deliver these accoplanes I will be glad to lead them my on time and ful of he able to auticipa assistance and the assistance of their deliveres to a long extent. my organization to successfully December that the facilities Calmy out the Contract and ability to deliver motor on the fact of the Topotor Bindson with Yoku & Sloam my own low an satisfacting toype. who is president of the Company with the preferation they have made

the state of the s	delays in transportation or otherwise
Regarding the provisional	the acroplanes can be
order given by General	delinered much sooner,
Hermonius to the Storne	your very bus,
mannifacturing Company, I take	. 0 1)'
· pleasure in scrying that I will	
be glad to give my son in law	
Mr. Sloane every assistance that	
my works wice affect to	I see that the second s
course him assist him to	
deling the aeroplanes within the	
contrast Time I have	
hierstigated the facilities of the	
Sloane Manufacturing Co and believe	
the aeroplanes can be delinous	
ti see in fact of	
ni seven mouths, in fact,	
believe that if the the delivery of the engines is not the delivery by	
of the engines is not actions by	

Harry Miller-Cdison In - Olttling day finds are imprepared owing to the tardy development of my Jinausial negotiations in To the mich Bottle to This time I am up against it good Mais & Can only save myself row complete break down by Sinding some one who wine loan The \$ 500. with That I can weather The storm until my company plans matieno Now I am duply appareculin of an you have done for me and & have sought in every thinkable way to avaid coming & you. but in Vain To of an compelled once mon to appear Dyn and as I am I Days in defauce my trine of grace is at an end This Trim is never the areating up of my domestic amangements

are without The money to pay my lash mouth rent + house account, Of course you Know I have a rick Son in Your, but that door is closed I would drop out a disappear Miche Them submit to the humiliation that mones he Entailed by an appeal to him . Moreover mon Johnson has not the remotied duspicion of my wornies - I think you Timor what my portion would be in the event of a dis elacur How ald man please see me though this Critical moment and I am Confident my transler wine the aven Survey wine the home about the 100 and I am going to get his assisting in putting my thank in order for the Juture hur between now and Mus Time there is tragely for this are Cany ... sam me fram au This? I am in good healt, hur These lash few days of worry are playing the denie with my Sley a that means a break down I wish you cauce su for yoursey That what I am doing is not without complete justification Your faither East Johnson

GREENFIELD PAPER BOTTLE CO.

WEST MIN STREET

NEW YORK. Sully 10/16.

There have said the day for the

than said the day for the

Aus to good purpose since I have

Minimize series.

fractioner Constant Guine I have for a grand and for good purpose guineins correspond for the Company which here's new on a get sup or him have been though a sufficient from an Engine Modern one. The money comes from Modern one. The money comes from Miladelphia and from an Engine familian mich the Milh industry familian mich the Milh as green or god houst have a green or the Come to the Same in austral game in austral Capacity game in austral Capacity when the Meantain Mean the Same that I may suppose his heart of generatify the surface of faithfully generatify the surface of faithfully generatify the surface of faithfully generatify the surface of faithfully generatify the surface of faithfully

₹.	Orange, A	1. J. July 77 63	1916
Received	rom Thomas A.		
Divel Dund	redand		Ju Dollars
Lound			
\$ V00 me	Cau	2 N. Sohnson	
Form 1070			

BLOOMFIELD AND BELLEVILLE REAL ESTATE

Value as basis for rental charge to Edison Chemical Works Division of Edison Storage Battery Company for space occupied by them,

taken as of October 20, 1916.

	Purchases and Imp	rovements	
July 1, 1889	Mary G. Davis property		\$ 5,250.00
n '	Michael Daly "		1,500.00
	Mullane "		500+00
	Kent "		6,500.00
Aug. 31, 1889	Executor of Charles Far:	rand property	5,000.00
Oct. 31, 1889	(5.34 acres) Ropes		10,000.00
Sept. 1, 1890	Ritscher	. "	7,000.00
Sep t. 11,1890	Douglas		9,500.00
Dec. 3, 1890		"	73.10
May 31, 1891	Ropes		2,200,00 \$ 47,523,10
Dec. 31, 1894	Drainage to property		3,737.06
March 31, 1909	Curbing and Flagging pr	oper ty	1,455.93
June 30, 1915	Haloyon Park Drain		85.00
Jan. 31, 1916	Assessment account sews and Franklin Street. Interest	r Belmont Ave. 651.07 65.10	716.17 5.994.16 \$ 53,517.26

Sales

March 28, 1900 Breakenridge and Tichenor - 10.41 acres at \$600.00 per acre, corner Belmont and Bloomfield Aves.

6,246,00 \$ 47,271,26

(Value of Licorice property, Land) (amd Buildings not included in) (above.

WATNONG TRACTOR COMPANY MORRISTOWN, N. J.

PARING LAND WOOD SAWING LOWING

My dear Father;

faced smile of the teller.

Provided it makes no difference to you, I would lake you to instruct Harry Miller, to make out our weekly check in my name, in the future. I do all the banking and pay the bills by check and this will eliminate the forwarding of check from place to place in order to be indorsed by my wife and then returned to me Incedently, it will eliminate the embarrasement of for deposit. having to deposite your wife's check each week and receive the sour

What do you know about POTATOES?. Seed potatoes have gone out of sight and mighty little will be put in by the farmers around here.

Those who can afford it will make a killing newt summer but those who do will have to dig down in their pockets to the tune of five dollars a bushel for seed and fourty five dollars a ton for the fertilizer, with no potash at that.

As far as I am concerned in the tractor proposition, I have just signed the last contract that I can handle and as there are many more prospects, I will be compelled to use a double shift and work at night with the aid of a headlight furnished by the tractor people.

It seems as though everyone who has an acre or more wants it put down into somthing but I am refusing all jobs under five acres.

I really did not know until the last few weeks, what a big pond I had jumped into with this tractor business. In fact the water is fixe.

I am putting in three acres of potatoes on my own property, all that I can afford just now but will put in a late crop from the plow money which I take in the early part of the spring 2/22/17.

Your loving son,

LAPSON

Agreement made this 9th day of May 1917,
between WM E SPENCER Owner of the Power Yacht
"YANKEE III" of about 44 gross tons and 48 net tons,
now lying atCold_Spring_Harbor, Long_Is,, hereinafter called the "Owner," and
THOMAS A. EDISON., hereinafter called the "Charterer."
CHIMESSET: In consideration of the covenants hereinafter contained, the Owner agrees to let and the Charterer
agrees to hire the said Yacht for use solely as a Yacht, for the period of Three months,
from and including the 13th day of May , 191 7 ,
to and including the lath day of August , 1917 , for the
sum of \$1800.00, to be paid as follows:
\$.400,00on the signing of this agreement.
\$400.00 on or before June 12th
\$400.00 " " " July 12th
 The Owner agrees to deliver the Yacht to the Charterer in good condition as to bull, machinery and rigging, and with her full equipment, including gear, furnishings and other belongings, on the .A3th_ day ofilay
2. TheOWMERagrees to put the Yacht in commission and to pay all expenses con-
nected therewith.
nected therewith. assist in agrees to engageing property nextend an efficient crew of 3.
men, including officers. 4. The CHARTEPER agrees to pay and feed the officers and crew.
5. The Charterer agrees to pay all other running expenses of the Yacht during the term of charter.
5. The Charterer agrees to pay all other running expenses of the facilit daring the term of charters

per day for each day, or portion thereof, that she may be detained, it being mutually understood and agreed 7. The Charterer agrees to pay for or make good any loss to the Yacht or equipment not recovered or recoverable under the policy of insurance hereinafter provided for, or which may have occurred from any cause other than one arising out of a breach of the conditions set out in paragraph 1 of this agreement.

that the terms hereof shall continue and be binding until such time as she may be re-delivered.

6. The Charterer agrees not to assign this agreement without the consent, in writing, of the Owner, and to re-deliver the Yacht and equipment to the Owner on the expiration hereof at New York Farbor in as good condition as that in which he received her, reasonable wear and tear and such damage as he may not be liable to make good excepted, and free and clear of all indebtedness incurred by him; and should the Charterer not then so re-deliver the Yacht he agrees to pay demurrage to the Owner at the rate of \$13.33

8. The OWNER agrees to insure the Yacht for her full value against Fire, Marine and Collision Risks and to keep her so insured for the term hereof and until she be re-delivered to him; the policy to be retained by the Owner, and loss, if any, to be payable, by its terms, to him. Additional cost of extra hazard insurance and war risk to be paid by "CHARTERER.

- 9. The Captain shall pay the Charterer the same attention as if he were the Owner and take the Yacht where ordered by the Charterer within the limits of navigation specified in the policy of insurance.
- 10. In the event of any accident or damage to the Yacht from any cause for which the Charterer is not responsible and rendering her not reasonably fit for use by the Charterer for the purpose of this charter, and of such accident or damage not being made good within 48 hours after notice thereof to the Owner, thereafter the charter price shall be abated pro rats for each day after the expiration of said 48 hours until the damage has been made good, provided, however, that in case the Yacht be lost or the said damage be so extensive that the Yacht cannot be or is not repaired within 30 days after said notice, then the charter price shall be abated from the time of such damage and from theneforth this agreement shall cease.
- 11. If any payment he not made on the day appointed or within three days thereafter the Owner may resume possession of the Yacht and terminate this agreement, but without prejudice to his rights in respect of any arrears of the charter money or of any breach by the Charterer of the conditions herein contained.
- 12. In the event of any dispute arising on this agreement the matter to be referred to three arbitrators, one to be chosen by each of the aforesaid parties and the third by the two so chosen, the decision of oither two to be considered final, the expenses in connection with such arbitration to be equally divided between Owner and Charterer.
- 13. It is also agreed that a complete inventory of all the articles forming the equipment of the said Yacht shall be taken and form a part of this agreement.
- 14. It is understood and agreed that any changes made in the boat will be paid for by CHARTERER and will be removed at his expense and boat returned to OWNER in same condition as when received.

To the true performance of the foregoing agreement, the said parties do hereby bind themselves, their heirs, executors and assigns, each to the other.

In Clithess Cliberolf, The parties hereto have hereunto set their hands and seals this_Sth_

day or and the same of the sam	
	· ,
Witness:	for Elour and
	Owner

one thousand nine hundred and seventeen.

Thosa Edwon

Charterer.

Witness:

Ma w

ankemely

Demorandum of Agreement

POWER HOUSEBOAT

"YANKEE III"

Between

WM. E. SPEHCER.

and

THOMAS A. EDISON.

June 15, 1917

Hr J A Serrell. 71 Hurray Street, How York City.

Door Sir:-

Roply to your note of June 7th has be a deleyed account of pressure of other matters.

We would be very glad to have any auggestions which you care to make with reference to Captain Kingsland and I do not anticipate any difficulty in this regard.

I spoke to Mr. Edison regarding the insurance feature and so far as any apparatus which he will have on the best is concerned, he is onti-rely agreeable to carrying his own, and ga you are willing to assue your own risk, I white we can drop the question of insurance.

I as sending herewith a letter signed by the Adleon giving you his personal guarantee to return in an good condition as we receive the ordinary fairs women and bear which may occur or components you for any demangs which may occur, also meaning the arbitrors which you suggest.

It seems to me that your suggestions in the premises are entirely agreeable and proper. I understand that the best is now in good shape for service and appreciate your prompt action.

Yours very truly

THOMAS A. EDISON. INC.

General Purchasing Agent

Tring 15, 1917

ir J A Serrell. 71 Eurray Street. New York City.

Dear Sir:-

In connection with the cont which you have chartered to me in accordance with arrangements made with Mr. A. C. Emery, General Purchasing Agent:

I desire to give you my personal guarantee to return the best "RAFFINE" in as good condition as I receive it, ordinary fair wear and tene excepted or failing this, to compensate you for any damage which may doour.

I am also agreeable to your suggestions with reference to arbitrors in the event of any discussion; inpuly, ir. 6. 7. Irwin in the nattor of fall and Fittage and ir. Frank J. Hishoook of Fridgoport, Comm. in regard to all mechanical ampliances and I am agreeable to their decision on any subject being final.

I also desire to express to you personally my appreciation of your liberal attitude with reference to the charter of this boat.

with kindest regards

Yours very truly

JOHN A. STÄRELL 71-73 HUNNAY STARRT HEW YORK CITY Mon Envery whole the form party of 20 17 mm source

Mr.Thomas A.Edison Laboratory Orange,N.

Dear Sir:-

Emmy Treat Severell good

I have your favor of the 15th.inst. in relation to
"Rampant" and regret necessity of taking exception to third paragraph of Mr. Emery's letter which accompanied yours - While I fully
believe our understanding of agreement is identical, the paragraph
referred to might be construed by others as nullifying the essential
feature of our agreement, which is the second paragraph of your
guarantee in letter of the 15th.inst.

I have not agreed, and an not willing to assume any part of the insurance of the boat while in charge of others, and do not believe it was your intention to have such assumption written into the record, never the less Mr. Merryle letter might be so construed as to nullify your guarantee in case of fire, collision, or any one of the many misfortunes which might happen to the boat while in your possesion. I would therefore request that you have the observants above referred to promptly recalled.

Respectfully

John Or Sencel

Dic By J.A.S.

EGAL DEPARTMENT

ORANGE, N.J. June 21, 1917

Mr. R. W. Kellow, Secretary,

Edison Personal Interests.

Dear Str:-

The attached assignment from Henry Ford to Thomas A. Edison. and the assignments from Gordon Pilanaia, William Lincoln, Robert Waialleale, Henry Kailimai and Tandy Kaohu MacKenzie to Henry Ford, with reference to phonograph records recorded by the Ford Hawaiian Quintette, were sent to this department some time ago by Mr. Meadowaroft. These assignments appear to afford Mr. Edison proper protection.

Mr. Meadoworoft advises that these assignments should be placed in Mr. Edison's files. Accordingly I am sending the same to you for this purpose. Will you kindly acknowledge receipt of the same.

Yours very truly,

WH-JS Engs.

William a. Stardy.

Pencil wholions as to date affecting on assignment by skewyford called to attacking I'm Hardy, who says they down need to be corrected in type by Mundows. Marthand . Days famil dates are, no doubt, the corred dates. RW Keeen 924,

KNOW ALL MEN BY THESE PRESENTS, that I, Henry Ford, of the City of Detroit, Wayne County, Michigan, in consideration of One Dollar and other valuable and sufficient considerations, to me in hand haid by Thomas A. Edison, receipt whereof is hereby admowledged, do hereby sign and transfer absolutely to the said Thomas A. Edison, his executors, administrators or assigns, all claim or claims, demands and rights in and to all royalties, compensations or other benefits of every name and nature. past, present and future, which may have heretofore accrued or which shall at this or any future date be arising to me from and by reason of the services of Gordon Pilanaia, William Lincoln, Robert Wainleale, Henry Kailimai and Tandy Kachu MacKonzie rendered to me and for my benefit and while in my employ, by singing, playing on various instruments and otherwise, commencing December 1st, 1915, and continuing throughout the period of their employment by me and more particularly, which said claim or claims, demands and rights were transferred and assigned to me by those certain assignments executed by the above named Gordon Pilanaia, William Lincoln, Robert Waialleale. Henry Kailimai and Tandy Kachu MacKenzie individually on the twenty-seventh day of January, A. D. 1916, copies of which said assignments are attached hereto and made a part hereof, at the City of Detroit, Hichigan.

It is intended hereby to sell, assign and transfer all of my said rights which I may have accounted on account of said assignments or otherwise in and to phonographic records and reproductions which might have been heretofore or which shall be hereafter made and produced by the above named Gordon Piianaia, William Lincoln, Robert Waialleale, Henry Kailimai and Tandy Kaohu MacKenzie while in my employ, together with any other royalties, compensations or other benefits which might accrue to me from sales,

manufacture and placing upon the market of the same.

And I hereby authorize and empower said Thomas A. Edison,

Miny Tord

his executors, administrators or assigns to do and perform all acts, matters and things touching the future sale of said records and regreductions thereof and other uses to which said records may be put in like manner to all intents and purposes as I could do.

In witness whereof I have hereunto set my seal this 30 th

Signed, sealed and delivered

in the presence of:

WP Heles

KNOW ALL LEN BY THESE PRESENTS, that I, Henry Knilimai, of the Village of Highland Park, Wayne County, Michigan, in consideration of One Pollar and other valueble and sufficient considerations to me in hand paid by Henry Ford. the receipt whereof is hereby acknowledged, do hereby, assign and transfer absolutely to said Henry Ford, his executors, administrators or assigns, all my joint and several claim or claims, demands and rights in and to all royalties, compensations or other benefits of every name and nature, both past, present and future, which may have heretofore accrued or which shall at this or any future date be arising to me, from and by reason of my individually or with others making of all phonographic records, by singing, playing on various instruments and otherwise, commencing December 1st, 1915 and continuing during the period of my employment by Henry Ford, hereby authorize and empower said Henry Ford, his executors, administrators or assigns, to manufacture and place upon the market and sell said records and reproductions thereof or any of them, without limbility to me for any royalties, compensations or other benefits whatscever therefrom; intending hereby to well, assign and transfer all of my said rights in and to said records and reproductions thereof to said Honry Ford, his executors, administrators or assigns, together with my joint and several rights to all royalties, compensations or other benefits which might otherwise accrue to me from sales or other use thereof, both past, present and future.

And I hereby, authorize and supewer anid Henry Ford, his executors, administrators or essigns, to do and perform all acts, matters and things touching the future sale of said records and reproductions thereof and other uses to which said records may be put, in like memor to all intents and purposes as I could do.

In witness whereof I have hereunto set my send this 27 day of January, A. D. 1917.

Henry Kailinai

Signed, Sealed and Delivered

Alludyson ...

 \tilde{C}_{ij}

KNOW ALL MEN BY THESE PRESENTS, that I, Robert Wainlesle, of the City of Detroit, Wayne County, Michigan, in consideration of One Dollar and other valuable and sufficient considerations to me in hand paid by Henry Ford, the receipt whereof is hereby acknowledged, do hereby assign and transfer absolutely to said Henry Ford, his executors, administrators or assigns, all my joint and several claim or claims, demands and rights in and to all royalties, compensations or other benefits of every name and nature, both past, present and future. which may have heretofore accrued or which shall at this or any future date be origing to me, from and by reason of my individually or with others making of all phonographic records, by singing, playing on various instruments and otherwise, commencing December 1st, 1915 and continuing during the period of my employment by Henry Ford, hereby authorize and empower said Henry Ford, his executors, administrators or assigns, to manufacture and place upon the market and sell said records and reproductions thereof or any of them, without limbility to me for any royalties, compensations or other benefits whatsoever therefrom; intending hereby to sell, assign and transfer all of my said rights in and to said records and reproductions thereof to said Henry Ford, his executors, administrators or assigns, together with my joint and several rights to all royalties, compensations or other benefits which might otherwise accrue to me from sales or other use thereof, both past, present and future.

And I hereby, authorize and empower said Henry Ford, his executors, edministrators or assigns, to do and perform all nots, matters and things touching the future sale of said records and reproductions thereof and other uses to which enid records may be put, in like manner to all intents and purposes as I could do.

In vitness whereof I have harounts set my seal this 27 th tay of January, A. D. 1917.

A obert. Mainteete.

Signed, Scaled and Delivered in the Fresence of:

Gladyson

KNOW ALL MEN BY THESE PRESENTS, that I, William Lincoln, of the City of Detroit, Wayne County, Michigan, in consideration of One Dollar and other valuable and sufficient considerations to me in hand paid by Henry Ford, the receipt whereof is hereby acknowledged, do hereby assign and transfer absolutely to said Henry Ford, his executors, administrators or assigns, all my joint and several claim or claims, demands and rights in and to all royalties, compensations or other benefits of every name and nature, both past, present and future, which may have heretofore accrued or which shall at this or any future date be arising to me, from and by reason of my individually or with others making of all phonographic records, by singing, playing on various instruments and otherwise, commencing December 1st, 1915 and continuing during the period of my employment by Henry Ford, hereby authorize and empower said Henry Ford, his executors, administrators or assigns, to manufacture and place upon the market and sell said records and reproductions thereof or any of them, without limbility to me for any royalties, compensations or other henefits whatsoever therefrom; intending hereby to sell, assign and transfer all of my said rights in and to said records and reproductions thereof to said Henry Ford, his executors, administrators or assigns, together with my joint and several rights to all royalties, compensations or other benefits which might otherwise accrue to me from sales or other use thereof, both past, present and future.

And I hereby, authorize and empower anid Henry Ford, his executors, administrators or assigns, to do and perform all acts, antitors and things touching the future sale of said records and reproductions thereof and other uses to which said records may be put, in like manner to all intents and purposes as I could do.

In witness whereof I have hereunts set my send this 272 day o

Signed, Sealed and Delivered in the Presence of:

Allnduson W. Hallan

KNOW ALL MEN BY THESE PRESENTS, that I, Gordon Pilanaia, of the City of Detroit, Wayne County, Michigan, in consideration of One Dollar and other valuable and sufficient considerations to me in hand paid by Henry Ford, the receipt whereof is hereby acknowledged, do hereby assign and transfer absolutely to said Henry Ford, his executors, administrators or assigns, all my joint and several claim or claims, demands and rights in and to all royalties, compensations or other bonefits of every name and nature, both past, present and future, which may have heretofore accrued or which shall at this or any future date be arising to me, from and by reason of my individually or with others making of all phonographic records, by singing, playing on various instruments and otherwise. commencing December 1st, 1915 and continuing during the period of my employment by Henry Ford, hereby authorize and appower said Henry Ford, his executors, administrators or assigns, to menufacture and place upon the market and sell said records and reproductions thereof or any of them, without liability to me for any royalties, compensations or other benefits whatsoever therefrom; intending hereby to sell, assign and transfer all of my said rights in and to said records and reproductions thereof to said Henry Ford, his executors, administrators or assigns, together with my joint and several rights to all royalties, compensations or other benefits which night otherwise accrue to me from sales or other use thereof, both past, present and future.

And I hereby, authorize and empower entd Henry Ford, his executors, administrators or nesigns, to do and perform all note, matters and things touching the future sails of entd records and reproductions thereof and other uses to which said records may be put, in like manner to all intents and purposes as I would do.

onus on In witness whereof I have herounts set my send this 27th any of January, A. D. 1917.

Indam Accumulation

Signed, Sealed and Delivered

I Hacea

KNOW ALL MEN BY THESE PRESENTS, that I, Tandy Knohu MacKenzie, of the City of Detroit, Wayne County, Michigan, in consideration of One Dollar and other valuable and sufficient considerations to me in hand paid by Henry Ford, the receipt whereof is hereby acknowledged, do hereby, assign and transfer absolutely to said Henry Ford, his executors, administrators or assigns, all my joint and several claim or claims, demands and rights in and to all royalties, compensations or other benefits of every name and nature, both past, present and future, which may have heretofore accrued or which shall at this or any future date be arising to me, from and by reason of my individually or with others making of all phonographic records, by singing, playing on various instruments and otherwise, commencing December 1st, 1916 and continuing during the period of my employment by Henry Ford, hereby authorize and empower said Henry Ford, his executors, administrators or assigns, to manufacture and place upon the market and sell said records and reproductions thereof or any of them, without liability to me for any royalties, compensations or other benefits whatsoever therefrom; intending hereby to sell, assign and transfer all of my said rights in and to said records and reproductions thereof to said Henry Ford, his executors, administrators or assigns, together with my joint and several rights to all royalties, compensations or other benefits which might otherwise accrue to me from sales or other use thereof, both past, present and future.

And I hereby authorize and expower said Henry Ford, his executors, administrators or assigns, to do and perform all nots, matters and things touching the result of said records and reproductions thereof and other uses to which said records may be put, in like manner to all intents and purposes as I would do.

In witness whereof I have hereunto set my seal this 24th day of January, A. D. 1917.

January Kacha MacKengie

igned, Sealed and Delivered

Il R. Jacos

September 19, 1917.

Mr. George M. LaMonte, Commissioner,

Dept. of Banking & Insurance,

Trenton, N. J.

Dear Sir:

We beg herewith to hand you application for the privilege of paying compensation to our employees without insurance, and in connection with this statement, we wish to make the following statements:

SIX YEARS' RECORDS:- Since July, 19111, when the present Liability Bill was put into effect, we have carried our own insurance, with the following results:-

Year	Total: Pay Roll		Liability Payments	Cost per \$100.
1912 1913 1914 1915 1916	\$478,156.18 564,703.39 454,588.78 111,960.19 423,279.95		\$3,337.10 1,143.03 4,641.68 209.50 1,970.86	8 .697 .197 1.020 .186 .468
Total:-	\$2,032,688.49	· .	\$11,301.87	.555

RESERVE: When we first started carrying our own insurance, we charged \$1.00 per \$100, and subsequently \$1.00 per \$100, and we have accumulated a reserve fund in excess of \$15,000.00, after paying all expenses covering claims in connection with accidents which have happened to our employees.

has been in effect, we have been brought into court only twice in connection with liability eight of the court only twice in connection with liability eight of the court only must be supported by the court of the

EXCESS INCURANCE: In event that you grant us the privilege of continuing to pay compensation without insurance, we have arranged to take out with one of the wind insurance companies, andexoess liability policy, by which we assume the limit alto (20,000,000, of goah and every loss, with a total limit to

f \$25,000.00 in any one accident inv lying the injury to any of our employees.

COST OF INSURANCE:— If we are compelled to take out insurance in any of the liability companies, the premiume will be approximately \$15,000,00 per annum, and insemuch as our experience up to date covering the period of six years, the cost has been approximately \$2,500.00 per year, we are well as the period of the period of a fix years, and there is no reason, as far as we can see, why we cannot continue to duplicate it in the future.

The machinery in our plant is very large units, our gears and other machinery are well protected, and most of the accidents we have had have occurred in our quarries and railroad yards.

PINMOIAL STATEMENT: A word of explanation as to our financial statement is probably necessary. Then the plant was first built, some seventeen years are, a very large mount of money was spent in the experience and a very large mount of money was spent in the experience and factors by our Mr. Thomas A. Edison, and a very large part of this money was advanced by Mr. Edison personally, and this has stood on our books for quite a number of years, and interest has the experience of

GUARATES: In view of our financial statement our Mr. Thomas A. Edison is willing to guarante the liability payment of any amounts which may become due to our employees for which our dompany may be liable under the existing liability law for a period of one year from October lat 1917.

Under these conditions, we hope that you will see your way clear to grant us the desired permission to continue our own insurance, as we are most anxious to save the additional cost, same as we have during the past wix years.

Should you desire to take the matter up personally - I will be glad to go to Trenton anytime to suit your convenience.

Yours very truly.
THE EDISON PORTLAND CEMENT COMPANY.

the second of the



CERTIFICATE
OF
ORDER GRANTING EXEMPTION
FROM
INSURING LIABILITY FOR COMPENSATION

STATE OF NEW JERSEY.

Department of Banking and Insurance.

		TRENTON	N. J	Ac	toher	12, 19	17
White	Markitian	That Tho	mas	a.	Edi	sow	<u></u>
Othra	German				rang		
							0

an employer subject to the provisions of an act of the Legislature of this State, entitled "The Workmen's Compensation Insurance Act," approved March 27, 1917, liaving reasonably satisfied me, in accordance with Article I, Section 3 of said act, as to financial ability to pay compensation, has been this day duly exempted by me from insuring the liability arising out of an act of the Legislature of this State, known as the "Liability Act," approved April 4, 1911, being Chapter 95 of the Laws of New Jersey of the year 1911, until such time as the Commissioner of Banking and Insurance of New Jersey shall revoke this order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Trenton, the day and year first above written.

Commissioner of Banking and Insurance.

Burlay 6658 October 29th, 1917 Mr. A. C. Emery, Purchasing Service Dept: Referring to the matter of the Yacht Rampant having been engaged by you from Mr. John A. Serrell, we have a letter from Mr. Edison, in which he states he desires that the Rampant be given up at once.

Our agreement was to hold same by the month and the present period would naturally end October 31st.

Mr. Edison has sent Mr. S. C. Shaffner from Washington to Greenport to meet Mr. Kennedy and make the necessary arrangements to wreemport to meet Mr. Aemedy and make the necessary arrangements for returning the boat. It may be, however, that the boat cannot be returned by November lat, on account of its being at Greemport at the present time and will require some work done to put same in shape for returning.

Inasmuch as you made the agreement for rental will you notify Mr. Serrell, and we would also suggest Mr. Irwin, that the boat is being returned the earliest possible moment, giving us copy of your letter for our files.

The Yacht Hydraulic is to be kept on for a time longer which is covered in the agreement, and in the event of this boat being given up will endeavor to give you proper notice.

Trusting that you will give this matter prompt attention,

we are

EDISON BERZOL PLANT

WOODWARD. ALABAMA

ORIGINAL COST OF PLANT. BUILDINGS AND EQUIPMENT

October 31. 1917

Schedules in support of the above are attached hereto.

PATTERNS AND CASTINGS

uar.	1915	Vo.	£156	John Hewitt Foundry Co. Grey castings for Hirsel Stills		571.72
	•		157	The Emebler Foundries, Inc. 1 Gray from coating 9403 6 244 1 " " 1008 6 244	23,50 25,20	48.70
•	•		163	Norston Rundry Company 4 Centings 1 Stoom Tables 2 Utem Tables 2 "" 5 Centings 2 Stoom Tables 5 Centings 5 Scottings 1 Stoom Tables 1 Centings 1 Centings 1 Centings 1 Centings 1 Tables 1 Stoom Tables 1 Stoom Tables 1 Stoom Tables 1 Stoom Tables 1 Stoom Tables	2,20 49,23 98,78 96,93 1,35 96,48 2,60 95,40 48,47 47,70 48,15	597.30
Apr.	"	•	148	Hewes & Phillips Iron Works Emohine work on castings		577.19
•	•	•	149	Ingersoll Rand Company 24 Rough tray castings 50 Finished Down Comers	948.51 27.50	976.01
Jon.	1916	"	-142	Bessemer Foundry & Enchine Co. Castings, bolts & plugs for 1 Hirsel Still		1.800.00 4.560.92

APPARATUS PURCHASED

Services and services

Ear. 1	915	Vo. ∰15	55	5. M. Davin Regulator Co. 1-2 ² Screwed Splainigh Duty Davin \$1 Pressure Regulator, Rollow dies type B-4 Pressures 125-150/60-50 ² ditto 1 - 3 ⁿ Davin Improved angle Float Valve, screwed ends, Less 10 ⁵	21.00 15.00 29.25 6.62	58.73
	"	" 11	59	Lukens Iron & Steel Co. 2 Tanks		18.02
		» 1	.67	Universal Iron & Steel Co. 3 Temb Car Tanks & \$140. 2 " " " " " 5 " " " " " 2 Second hand tanks with	420.00 280.00 280.00 700.00	
				coils # \$150.00 1 ditto	150.00	2,130,00
	n	" 1	168	Walworth Hfg. Company 4 #8 Iron Fig.2572 H.D. Ejectors		29.93
Apre	"	. #]	184	E. B. Badger & Sons Co. 2 complete Badger type Bensel distilling apparatus		5,200,00
		**	155	The Bristol Company 2 Bristol Becording Thermometers 10061 \$310 2 Altto Less 30 - 20%	168.00 160.00 144.52	183.68
	"	•	138	A. S. Comeron Steam Pump Works 4 - 4x4x7 Iron Pumps		352,00
	17		145	Dover Boiler Works 1 mater press regulating tank 5 Hereter mak 1 minut 2 manut 3 manut 3 manut 6 oil Goolers 3 torange Tanka	30.00 696.00 43.00 43.00 696.00 696.00 1,392.00 216.00	3.612.00
				Carried Pors	ard	11,784.36

APPARATUS PURCHASED CONT'D

1915 Vo. \$\text{\$\text{\$0.466}\$} Dower Bollar Vorks 1,027.00					Brought Forward		11,784.36
1 - 5 Hal. 220 7s. D.G. motor with pullay with pullay 116.36 with pullay 116.36	r. 1	915	¥0•	@146			1,027,00
### 158	•			147	1 - 5 R.P. 220 V. D.C. motor		116.38
160 167% Cas cachearter couplet to 127% 15 (bank vert : lugins 2,720.00		"	•	154	2 sets #2 Tater ganges & glasses		11.79
3 second hand tank cor tanks 0 (230.00) 1 ditto 140.00 1 ditto 140.00 1 ditto 140.00 700.00 1 ditto 140.00 1 ditt		*	**	158	1 Hors. Gas exhauster coupled to		2,720.00
2			"	160	S second hand tank car tanks G \$140.00 1 ditto	140.00	700-00
1 - 4" Pipe outling and Threading includes 35.00	•			163	5 Bell covers 22 " 98 mmll bracket costings 22 Bell covers	60.50 7.15 60.50	147.38
4 Segminiting bottle glasses 3.60 1 " 254 B. B. Radger & Come Co. Create on account of labor changing still 1.6.25 1 " 259 A. B. Cameron Steam Pump Works 4 - Catin' Irvon Pumps 462.00 1 " 271 Linean, Jr. Co. 5 Wright Emerg. Steam Prope 106.25	•	•	,	166	1 - 4" Pipe outting and		35,00
0	V	17	•	253			3.60
452-00 45	•	,	"	254	Credit on account of labor		16.25
5 Tright Energ. Steam Traps 106.25	•	•	п	259			462.00
	•	•	**	271			106.25
	•	•		274			8.60
Carried Forward 17,106.11					Carried Forward		17,106.11

APPARATUS PURCHASED COME D

				Brought Forward		17,106.11
Ley	1915	Vo• #	277	A. H. Thomas Co. Laboratory equipment 1 - 2 gal. copper still 18 Thermometers	35.17 8.00 9.68	52.85
	•		282	Wickes Bros. 1 Pipe Threading Machine		35.00
,	"	•	285	C. J. Yagliabue Migs Co. 2 Thormometers 12 Mercury wolls 3 Hydrometers 6 Thormometers	24.00 33.60 5.25 19.50 9.75	92.10
	n		291	Cambria Steel Company 40 Brass Spray Rossles		117.50
June	, "	•	240	E. Francis Boorossin 1 steel tank 20* long x 8* dia 3/8" plate		365.00
. "	•	.",	253	A. S. Cameron Steam Pump Works 1 Long body piece for ExEx7 pump		16.00
•	-		258	Arthur H. Thomas Co. 6 flasks 1000 co 2 funnels 6"	2.93 1.20	4.13
		."	263	E. B. Badger & Sons Co. Crude Benzol distilling apparatus		3,950,00
Jul	y "	. •	237	Chattanooga Boiler & Tank Works 2 ladder guards 1 stairwy	45,00 55,00	100.00
•			239	Creno Company 1 9½x10° Westinghouse Air Compressor		105.28
n	•		244	Wickes Bros. 1 - 4" Pipe Cutting & Threading mechine Return freight on above	35.00 31.50	66,50
Sej	p t. "		190	Universal Iron & Supply Co. 2 -6000 gal. Tank Car Tanks		274-17
				Carried Forward		22,284.64

(5)

APPARATUS PURCHASED CONTOD

				Brought Forward	22,284.64
Oct.	1915	٧٥٠	#173	E. Francis McCrossin 1 Steel Tank 5200#	208,00
Hov.	, 11	•	148	Universal Iron & Supply Co. 1 -6000 gal. Tank	215.00
	"	**	149	Universal Iron & Supply Co. 1 - 6000 gal. Tank second hand	170.00
*	n		150	Universal Iron & Supply Co. 1 = 6000 gal. Tank second hand	170.00
Jan.	1916	**	143	A. S. Comeron Steam Pump Works 3 727x13 Iron Pumps	705,00
	•	"	144	Crane Company Pittings for 3rd Hirsel Still	344.25
**	•	"	145	Long Lowis Hardware Co. Fittings for 3rd Hirsol Still	31.94
Feb.	•	"	127	A. S. Cameron Steam Pump Works 1 7x7x13 Iron Pump	235,00
liar.	п	"	121	Dovor Boiler Works 3 Condensers as per B/P B6003	1,134.50
•	"	"	122	Grane Company 1 #2 Bog. Cameron Pump	97.50 25.595.61

CONSTRUCTION MATERIAL

Lar. 1	1915	¥0• #	151	Control Lumber Co. Lumber and roofing		104.34
•		er '	152	Crone Company Pipe Fittings		34.61
	n		155	The Gibney Iron & Steel Co. S2 Bors 1" Rd 1449 lbs G 1.60		23.18
•			168	Long Lewis Hardware Co. Miscollaneous Hardware		309-09
" ,		ď	160	HoDonough Ore & Hining Co. 98,500; Sand 90,500; "	27.09 24.89	51.98
**		•	164	II. J. Wire Cloth Co. 1 pc. #10 Plain Wire Cloth		23.62
•	n	•	166	W. S. Tyler Co. 30332 sq. ft. atcel mesh cut in circles		591 - 50
	•	**	169	The Young & Vann Supply Co. Small Tools		34.68
Apr.	•	11	133	The American Brass Co. 3092 42 Brass Tubing		74.66
•		"	136	Bayonne Bolt & Hut Co. 128 - Ixah Inch. Bolts G. P. Hex. Huts		6.68
			137	Birminghom Boiler Works To rost om equipment & Tools 12 tool steel air homor tools 678 Tool Steel	150.00 1::8.40 13.40 3.78	175.56
				150° now 3/4" monile rope 289	- 3410	210800
•		-	139	Combria Steel Company Sundry Steel Beams and plates		7,566,28
•	"	"	140	Crane Company Pipe and fittings, ganges, etc.		1,216,09
•	"	"	141	Grane Company Pipe fittings	-	14.07
		.,	142	Crane Company Pipe fittings		5.96
				Corried Forward		10,232,32
				(7)		

CONSTRUCTION MATERIAL CONTO

				Brought Forward		10,232,32
Apr.	1915	٧0.	#143	Chicago Pneumatic Tool Co. 3 - 5/8" H. B. Button sets		2.70
	"	*	144	Central Lumber Co. Lumber		284.81
	•	•	151	H. W. Johns Ennville Co. 13% 5/8" Asbestos Tape		14.09
•	•	"	152	Long Lewis Eardware Co. Two wheelbarrows, cement, oil and miscellaneous hardware		251.92
"	"	"	1 66	E. Francis McCrossin Special Bolts		18.69
"	"	*	159	Turner Elec. Supply Co. 1200 ft. T. B. W. P. Sd Wire		144.72
		"	161	Sprague Electric Works To machining 24 castings		305.10
	"	**	164	The Warren Foundry & Eachine Co. 3 - 54" Fig. Pipe 3' 3 - 54" " 3'	181.16 161.51	362.67
	,	a	165	Woodward Iron Co. 133 - 100¢ Sing 60.5 yds G .15 50 yds	9.08 20.00 5.00 .95 .25	37. 28
n	#		167	The Young & Vann Supply Co. 1 - 500 Crow ber Sull tools 86 Globe valves 600 Civete 60 6 Rels \$20 Stripe Roofing 120 Yaves 7 pas & 6 Bels Corradofing 120 Yaves 120 Yaves 120 " " "	2.05 3.45 35.26 126.24 6.96 13.69 788.37 257.73 129.44 116.50	1,479.69
136y			256	Cambria Steel Co. Sundry structural Steel Beams, etc.		1.887-47
				Corried Forward		15,021,46

CONSTRUCTION MATERIAL CONT'D

				Brought Forward		15,021,46
(D)	1915	. 46•	∉257	Crane Company Pipe fittings, fire extinguishers and mise. hardware		2,604,99
" .		. **	258	Central Lumber Co. Eundry Lumber, etc.		209-45
	- Japan S.	i	260	Chicago Pasumatic Tool Co. 2 - 5/6" Batton sets 4 Parts E. B. #61	1.80 14.00	15.60
			261	Du Pre Mfg. Co. 204 balos excolnior 204 " "	63.00 83.00	166,00
"		"	265	Ingersoll Rand Co. Small Tools		7.35
"		n	266	H. W. Johns Eanville Co. 11# Asbestos Tapo		12.83
"		"	267	Long Lowis Hardware Co. Small Tools & Fittings		115.69
•	n	•	268	McDonough Ore & Mining Co. 84,100# Sand		20.65
		"	278	Turner Electric Supply Co. Lemms and fittings United Metal Rose Co.		166.39
			279	2 - 12 Female Complings		9.50
	•	*	281	Woodward Iron Co. Labor and supplies drawn from stock		54.69
•		•	283	Thomas A. Edison Interial for packing box Travelling expanses of ir- Coldthesite Expanses paid from patty cash Tolograms Express Charges	1.32 14.58 21.49 21.33 2.56	61.28
•	•		284	The Young & Venn Supply Co. 70 sheets Roofing 2 Steam gauges	50.94 7.02	
				12 Globe valves 675* Pipe	21.91 53.15	153.02
				Carried Forward		18,599.30

(9)

CONSTRUCTION MATERIAL CONT'D

				Brought Forward		18,599.30
uny	1915	Vo.	# 292	E. Prencis McCrossin Sundry structural steel		274.27
June	17 -	".	239	Long Lewis Hardware Co. 2 bris Royal Coment		4.50
			240	. E. Francis McCrossin 8 I Bosms punched as per sketch		35.50
	•	"	245	Woodward Iron Co. Sundry work performed in con- nection with plant		3.22
n .	•	"	252	Central Lumber Co. Lumber & Earbed wire		372.66
п.	"	"	254	Crone Company 1 #2 Toledo Adj. Stock & dies. pipe fittings, etc.		152.32
		n	256	Long Lowis Hardware Co. 54 Sundry sized nipples Sundry pipe fittings	2.13 284.21	286+34
77		"	259	Turner Electric Supply Co. Electrical Supplies		7.60
•		•	260	The Young & Youn Supply Co. 2 model "A" #3 counters 48 Globe valves To coating 3 tanks & 2 stills	14.65 50.42 573.91	
	٠			with cement proparation To covering sundry pipe lines	599-12	838.10
Jul	y "		238	Control Lumber Company Sundry Lumber		55.55
	. "	n	239	Crane Company Sundry Pipe Fittings		239.77
	. "	•	241	Long Lewis Hardware Co- Pipe Fittings		65.54
"		•	242	B. Francis Eccrossin 3 = ½ thick plates punched as per sketch		24.60
			251	. Woodmard Iron Co. 1 car limestone acroenings Labor unloading & Bandling material	26.29 51.67	77.96
				Carried Forward		21,037,23
				(40)		

CONSTRUCTION HATERIAL CONT'D

STANSE SECTION

The Court of State of the Court

		Brought Forward		21,037,23
Aug. 1915	Vo. #207	Central Lumber Co. 150° - 1" Bead Ceiling © 21.00		3.15
a	r 208	Crone Company 1 - 3" Acid Proof Valve 6 - 3/4" Bross Steem Cocks 6 sheets 1/6" Asbestos Board 1 - 6" Steem gauge	85.13 3.35 3.28 2.73	44.49
" "	" 210	Long Lewis Hordware Co. Pipe Pittings		65.79
u 11	" 211	E. Francis EcGrossin Repairs to Chain Blooks and Propunctic tools		16,30
	" 214	Woodward Iron Company Welding link in chain		•43
ņ·, n	" 215	Young & Vann Supply Co. Freight on Roofing		24.70
Sop. "	" 108	Birmingham Boller Vorku 1 Pr. 5/4" blocks 1 " 12" " 2 Track Jacks 1 Po. 2" Chain, locks & Swivel 1 Ratchot	2,50 2,50 10,00 3,50 1,50	20•00
	" 121	Central Lumber Co. 125 Cicular Grids as per E/r 6030 6 11.00 484" §2 Figs 2 Holls 3 ply roofing	1,353.00 10.79 4.00	1,367,79
	" 122	Crano Company 1 - 2-7/32 H.S.T.S. Twist drills roturned 1 set rod braness 6 sheets 1/8" Asbeston Board	22.00 4.70 	14-57
.	" 151	Long Lowis Hardware Co. 1 %A 1/4 bolt clips 3 - 4 Time Hammo Rorks 34 pos. 8 Colt. Corr. Iron Roofing 2 Holls 2 ply roofing 1 dos. 12" H. S. Blades	1.50 1.90 20.94 2.20	27-29
		Corried Forward		22,545,20

104. - A long correct grap course some or

CONSTRUCTION MATERIAL CONTEN

				Brought Forward		22,543,20	
Oat	. 1915	٧٥.	#171	Crane Company Pips Fittings		42,59	
•	•	*	172	Long Lowis Enrivare Co. 50° 3" - 4" Black Pipe	18.08		
- 5				12 - 1" Pipe Plugs 12 - 1" Ells	•15 •44	18,67	
How			40	Creme Company			
	٠.			1 Roll Asbestos Paper and 1 Pr. Pliors		5.25	
•	п	•	89	Long Lowin Hardward Co. 100 pcs. 6° ColysCorr. Roofing 1 Erl. Baling Wire 1 Roll Check Abbestos 4 Sheets 2628 Gal. Iron 30x120 12 sheets 30x120 Gal. Iron	65.03 1.00 7.50 4.40 13.20		
				10# #14 Galv. Wire	35	91.48	
Dec	. "		30	Crane Company Pipe and fittings		1,065.71	
	"	"	69	E. F. MoCrossin Vonoher missing		224.53	
•		"	154	Woodward Iron Company 2 expenses of covering storage tanks	1	688,70	
	•	•	152	Long Lewis Eardsare Co. Pipe, valves & fittings		107,44	
Joz	ı . 1 916		146	H. W. Johns Hanville Co. 400° Asbestos Listing for Hirsel Still 440° - 1° x 1/16° Asbestos Tapo	9.62 	: 28.62	
		v	147	Toodward Iron Company		20002	
		_	241	Freight paid on our account Labor in connection with	144.74		
				Bensol Plant 6 - 5/8" wrenches	510.00 4.51		
				18 pos. Overflow pipe	2,31	661.56	
Fol	. "		128	Crame Company Pipe Fittings		7.67	
	,"	"	129	Long Lewis Hardware Company Pipe Fittings		14.90	
				Carried Forward		25,500,12	

TOTAL STATE OF THE

CONSTRUCTION MATERIAL CONT'D

*

Brought Forward

25,500.12

ob. 1916 Vo. \$130 Woodward Iron Company Welding 1 pump housing 4.25

Weluing I buil

Mar. " 123 Control Lumber Company
44 pags 1 x 10 x 16

25.514.25

Transfer forms

LABOR

More 1	1915	Vo. #154		Thos. A. Edison, Personal Labor for droughtmen during Earth 1915	51. ₆ 50
"	"	. "	165	C. H. Ophykos Pay-roll ann expense account	374.97
Apr.	77		156	Pay-roll	2,611.41
Apr.	•	**	250	2. A. Edison Laboratory Labor	55a06
Log	"	•	272	C. H. Optyles Pay-roll and expenses	2,682.18
"	•	n	273	C. H. Opdyke Pay-roll and expenses	3,019,67
•	"	*	283	Thomas A. Edison Labor	73.57
June	41	•	257	C. H. Opdyke Pay-roll and expenses	1,193,07
July	n		249	C. H. Opdylm Pay-roll and expenses	943.76
Aug.	•		212	C. H. Opčyke Pay-roll	259,89
-	n		221	T. A. Edison Laboratory Laboratory Pay-roll	47.08
€ор•	. "	"	166	C. H. Opôyko Pay-roll	245.00
ø	4	"	200	T. A. Edison Laboratory Pay-roll	55.68
Oct	• "	п	174	Woodward Iron Company Labor supplied	46.00
	•	**	175	Voodmerd Iron Company Labor and teem hire	38.60
Nov.	• "		212	T. A. Edison Laboratory Pay-roll	78,35
•				Carried Forward	11,775,79

LABOR DONT D

Brought P orward

11,775.79

Doc. 1915 Vo. \$226 T. A. Edison Pay-roll

e de Olives

47.01

Jan. 1916 " 160 C. H. Opdyke Pay-roll 127.31

Feb. " 130 Woodward Iron Company
Lobor in connection with Plant

394.16

Ear. " 124 Woodward Iron Company
Labor furnished Plant

COLUMN TOWN IN THE PROPERTY OF THE PERSON OF

104.80

12,449,07

2-44 1013 10. 5010 2. 2. 12/2/2019

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SUPERVISION

n " 250 T. A. Edson Laboratory
Part salary of Ur. Eason for
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Earch
Lay " " 270 W. H. Eason
Solory

Jume " " 241 We He Masone Salary 250.00 688.88

166.66

22.22

250.00

SUNDRY BXPENSES

May 1915 Vo. \$262 Edison Portland Coment Co.

Woodward Iron Company Freight

" 247 Woodward Iron Company Freight

Hisoellaneous travelling expenses, eto.

375.32 4,688.89 1.696.12

4,313,57

7,151,88

November 2nd, 1917

Bring this guaranty to Mr. Membert's attention at least one month before expiration date (September 30, 1918). <u>Bring to</u> <u>Mr. Membert's attention only.</u> <u>Strictly confidential.</u>

Hr. Esshert does not want to renew the guaranty unless necessary, and does not wish the matter brought to the attention of either the Commissioner or Hr. Mallory.

() h () h () h () h

or the Commissioner or Mr. Mallory.

And the same of th

Orange, New Jersey

To the Commissioner of Banking & Insurance of the State of How Jersey. Trenton, New Jersey.

Sir:

Whereas, Edison Fortland Coment Company, a New Jersey corporation, of New Village, N. J. has made or is about to make application to you under Section 3 of Article I of the Workmen's Compensation Insurance Act of March 27, 1917, to be exempt from insuring the whole of its liability for compensation to its injured employees or their dependents,

Now, Therefore, for and in consideration of the issuance to said Edison Portland Cement Company of a written order of such exemption, I, Thomas A. Edison, of West Orange, New Jersey, do hereby guarantee to you the payment of any and all compensation which may become due and payable to any and all employees of said Edison Portland Coment Company and their dependents under Section 2 of the Act entitled "An act prescribing the liability of an employer to make compensation for injuries received by an employee in the course of employment, establishing an elective schedule of compensation and regulating procedure for the determination of liability and componsation thereunder", approved April 4, 1911, and the amendments thereof and supplements thereto, because of personal injuries to or for the death of any and all such employees of Edison Fortland Cement Company by accident occuring during the period beginning October 1, 1917 and ending September 30, 1918 and arising out of and in the course of their employ-

Buch t

ment with said Edison Portland Cement Company, provided. however, that my liability hereunder shall be limited to accidents occurring during such portions of the period beginning October 1, 1917 and ending September 20, 1918 as said written order of exemption shall be in effect.

IN WITHESS WHERROF. I have herounto set my hand

and soal this

day of Onnian seguet by
<u>Munics (! (disoù</u> (1.8.)

Stillauslet
(2.8.)

November 5, 1917.

Lith reference to your memorandum #2011 dated October 31, with reference to closing out our contract with J. A. correll covering the rental of the Yacat Rampant. Contrary to your instructions, and in compliance with the request of Mr. Meadoworoft's assistant, we have not communicated with the owner, but will let the rental run on pending further advices, as I understand the Yacht is still wanted.

UD/12

Tmomas A. Edison



ORANGE N. JDecember 4, 1917

Mr. John A. Serrell. #71 Murray Street, New York City.

Dear Sire

Our Mr. A. M. Kennedy advises me that your boat "Rampant" which has been in Mr. Edison's use, was returned to you on Movember 30, 1917, in satisfactory condition.

In lieu of damage which occurred during Mr. Edison's use of the boat in the way of crockery broken, lost and damaged tools and parts used from engine, kir. Konnedy, at your suggestion, left on the boat to become your property one B-6 5-Cell Tavy Edizon Etorage Estrony which you stated, according to the Kennedy, you would be glad to accord in full reimbursement for any damage done as mentioned.

The accrued rental for use of the boat we figure to be

as follows:

June	10	to	July	9.	1917	inclusive	(30 days) per	contract	250.00
July			Aug.					**	200.00
AUG.							ar n. n		150.00
Sept.			Oct.				n n h		100,00
Oct.			Nov.				er 11 11		100,00
Nov.	7		Hov.				(24 deys) "		80.00
	٠.						Total		\$880.00
						Les	s amount paid	Λαα.31/17	450.00
									400.00

If the above is correct, will you kindly sign the attached copy of this memorandum as provided and return to me, upon receipt of which Mr. Edison's check will be sent to you immediately.

In behalf of Mr. Edison I beg to thank you very much for your generous co-operation with him in the work in which he has been

Received from Thomas A. Edison, November 30, 1917, Yacht "Rampant" in Satisfactory condition. The understanding and amounts due as shown above are hereby agreed to by me and upon payment to me by Mr. Edison of \$450., Mr. Edison will be relieved from all intrins rolligations to me in connection with the said boat-

THOMAS A. EDISON

por

Docember 4, 1917

Mr. Esrimilian Zwickl, 1224 Washington Street, Hobokon, New Jorsey.

Dear Mr. Zwickl:

Our liv. Examely dulivous back to you on Revember 30th, 1917 the best hydramile, which had been in hr. Editon's service as yer agreement between the best being in good order except as to rail, service, that we one you rental from the 16th to majorate the property of the words of the control

Enclosed is Mr. Edison's check for \$225.00 to cover the above emounts.

A skiff has been ordered to replace the one lost and will be delivered to you as soon as possible.

Will you kindly sign the attached copy of this letter so that we may be sure we understand each other in the mitter, and return the signed copy to me.

Thanking you very much for your assistance to Mr. Edison in this matter, I cm

Yours very truly.

Wheen

RWK/JL

I hereby admowledge receipt of boat Hydraulic on Movember 30, 1917 in good egder except as stated above, and the settlement mentioned above is entirely satisfactory to me.

Max Gunekl

OFFICE OF THE PRESIDENT
EDISON PORTLAND CEMENT COMPANY

8 WEST 40TH STREET NEW YORK CITY

December twenty-first

9 1 7

Dear Mr. Kellow:

Referring to your memorandum 2190, December 10th; I beg herewith to hand you a letter addressed Mr. Edison, which, after you have noted, please pass on to him, and if he approves, please arrange to have a renewal lease drawn and we can execute it, so as to have the matter in proper shape.

The attached letter from Mr. Moses explains how the matter has been handled.

Yours very truly,

W. S. Wallowy President.

WSM*BC

Enclosure.

Mr. R. W. Kellow, Thomas A. Edison Inc., Orange, NEW JERSEY.

OPPIGE OF THE PRESIDENT

EDISON PORTLAND CEMENT COMPANY

8 WEST 40TH STREET

December twenty-first

Dear Mr. Edison:

amounting to \$5,128.37 under an agreement by which we leased them from you for a period of five years; we agreeing to pay you \$6 per anum routel on the actual herd squal to the number or more of those which you purchased.

basis has been credited to your account, and we have a herd considerably in excess of the number which you purchased, many of the original cows, of course, having atther been sold or ided. You will resubsor about three years ago we lost over 25% of our total herd on account of tubercalar trouble.

the money with which to pay you, we would like very much to make another lease, say for five years under same conditions as those maintained in the original lease, and if this is satisfactory to you. I would suggest that the matter he referred to he, fall low, request that the Legal Department prepare renewal, which can be executed by you and ourselves.

last five years by itself has no made any great amount of money, from a fertilising standpoint, it has naturally sided the fertility of our land, which I feel is improving every year, and ultimately we ought to have a first-class productive farm. You will remember the land was in very poor condition when we first started our farming operations.

Yours very truly.

ynollo NE. E. W

WSM*BC

Mr. Thomas A. Edison, Edison Laboratory, Orange, NEW JERSEY

OFFICES

NEW YORK

BOSTON

PHILADELPHIA

STEWARTSVILLE, N.J.

EDISON PORTLAND CEMENT CO.

PLANT .
NEW VILLAGE, N. J.
CAPACITY
OVER TWO MILLION
BARRELS ANNUALLY

STEWARTSVILLE, N.J. December 18th 1917.

Mr. W. S. Mallory,

President.

Dear Sir:-

Referring to attached letter from Crange, regarding Mr. Edison's interest in Farm Live Stock, amounting to \$5126.37, all fully covered by lease which is herewith, enclosed:

Mr. Edison have all with the exception of one or two been disposed of by sale, decease, or death due to natural causes. Been core have been on The Edison Portland Company of Natural Co

Our books, however, show in clear, concise form, Mr. Edison's full interest in the herdWe do not however, set maider peofifs to co number of come to cover this interest, out bould agree and all clear any three of the cover that to ealest an appraise any cow or number of cowe that would fully protect his inrestment any time RADE MARK

The interest on his investment has been considered to his account yearly and/on that due date for his two (2) year movies such interest on Live Stock investment has necessary has been accepted by interest has a live of the

retarial Service Department is for five (5) years and towninates on December 19th 1917. I would suggest that this agreement be renewed for monter five (6) years, when, I hope, the profits from the Farm and being with the such that we can afford to byy Mr. Beison's interests in Live Stock outright for cash. We could not afford to do this now as our Batry hain to to build

December 18th 1917.

Mr. W. S. Mallory #

up to 200 Milkers. If we reduce the herd now by selling enough cows to pay Mr. Edison, our aims and plans will take us at least five (5) years longer than we anticipated.

Yours very truly,

ASHalley for atta- There's

Assistant Manager.

AHM. R

Render 1917 onReces in name of Roman Reference

Nigeral decision invelope 113- in Mr. Melleri poursin (2).

Eurosque & in affic safe between to wante

Feb. 6, 1918

Mr. Mellow:

Replying to your memorandum of January 3, 1918. seems to me the proper thing to do now would be to accept the proposition of Mr. Moses to have three parties select and appraise a sufficient number of cattle to be turned over to Mr. Edison to meet the requirements of the contract of January 19, 1912, that is, these cattle would equal in value those which were purchased by Mr. Edison and delivered to the Cement Company and they should thereupon be marked in some suitable way so as to distinguish them from the rest A new rental agreement with respect to these of the herd. cattle should then be entered into for a new period of five If there are any other cattle in the herd over and above those so set aside as Mr. Edison's property, and the Cement Company is willing to put them up as security for Mr. Edison's investment in the herd, or other loans to the Cement Company, this could be done by a chattel mortgage to be given by the Cement Company to Mr. Edison. I do not know of any other way in which it could be done.

Unless a selection of cattle is made as suggested herein ... I think Mr. Edison would lose any rights he might otherwise have to claim any of these cattle, and he would simply have to share with other proany disposition made of the herd Dros Hot

DH-EH



ORANGE, N.J.

November 19, 1918.

(i)

Department of Banking and Insurance, State of New Jersey, Trenton. New Jersey.

Attention Mr. C. A. Gough, Assistant Deputy.

Bear Mr. Gough:

Replying to your letter of the 6th, which has already been acknowledged, Mr. Edison desires to continue to carry his own risk on employes in his Laboratory located at West Orange, M. J., Laboratory consisting of small machine and pattern shops and chemical and testing laboratory, with a good-sized corps of engineers.

Mr. Edison personally owns the Laboratory, and it exists for carrying on his various experiments.

Every attention is given to safety and sanitation.

We have a Committee of Safety, whose duty it is to keep in close touch with plant conditions, and we have fulfilled all known requirements of the Department of Labor.

A well-equiped hospital and First Aid branches are maintained. The hospital is equipped for major and minor operations and is in charge of one of the ablest physicians in this section, together with a competent corps of nurses. No deaths or dismemberments have occured in the Laboratory since our last report to you. In fact, there have been no accidents which required the payment of any compensation whatever. Such small accidents as have happened have been given immediate care in our hospital, and in most cases the map have returned immediately to work.

The Laboratory makes no specific product, since it is maintained entirely for Mr. Edison's use in working out his various experiments, in developing the products of his various enterprises, etc.

Regarding Mr. Edison's financial ability will state that he controls and owns the following shares of stook:

100% of Thomas A. Edison, Incorporated 1100% of Edison Phonograph Works 90% of Edison Storage Battery Company

Latte, Leaps to the experimental and supervisory work carried Revices on in the Laboratory as for the benefit of these Companies, and the cost of the Reserve such work, including the cost of Workman's Compensation Insurance, is paid by losign - thom.

-2You will find below balance sheet of the Companies mentioned as of February 28, 1918, which is the close of the last fiscal year;

THOMASA EDISON INCORPORATED.

conta Receivable tocomta Receivable tudory Asseunte Receivable (Rea Material inventorios (sork in Process (This bod Stock	420,000 1,075,000 514,000 209,000 915,000 200,000 1,720,000	
Propayments TOTAL CURRENT ASSETS	77,000	5,262,000
Acocents Payab lo Notae Payab lo Sundry Acocents Payab lo Acocendo Pay Rolls Acocendo Income & Excoso Profits Tex 107AL CURRENT LIFOILITIES	406,000 1,440,000 26,600 109,400 57,400	8,000,000
HET MORKING CAPITAL Investments TOTAL TORKING CAPITAL		3, 203,000 176,000 3, 379,000
Land Buildings (Loss Reserve) Eguipment (Less Reserve) TOTAL FIXED ASSETS	205,000 715,000 907,000	1,827,000
Wortgages on Roal Estate SET MARTH (Before Described Contingent Res.) Less-Contingent Roserve NET WORTH(Before Adding Patento) Patents NET SOATH		5,186,000 5,186,000 366,000 5,030,000 5,651,000 8,651,000
CAPITAL STOCK Surplum NET WORTH	2,000,000 5,691,000	8,691,000
EDISON PHONOGRAPH	non K S	
Cash Accounts Receivable Studfy Accounts Receivable (Rew Material & Pinished Parts Inventories (York in Process Prepayaents 1074, CURRENT ACSETS	29,000 16,000 19,000 1,096,000 671,000 14,000	1,806,000
Accounts Payable Notes Payable Sustry Accounts Payable Accrued Pay Rolls Accrued Pay Rolls Accrued Income & Excess Profite Tax TOTAL CURRENT LIABILITIES	424,000 30 -,000 54,000 26,000 20,000	_584,400
HET VORKING CAPITAL Investments TOTAL MORKING CAPITAL		922,000 249,000 1,102,000
Land Buildings (Loss Reserve) Equipment(Less Reserve) TOTAL FIXED ASSETS	25,000 45 6,000 572,000	1,053,010
NET MORTH(Before Deducting Contingent Res.) Less-Contingent Reserves NET MORTH(defore Adding Patents) Patents NET MORTH		2,25,000 119,000 2,096,000 2,096,000
CAPITAL STOCK SUPPLIES SUPPLIES	1,075,000	2,096,100

DISON STORAGE BATTERY COPPORT

Cook	85,000	
Assounts Rose ival is	545,000	
Notes Receival to	21,000	
Sundry Accounts Received to	39,000	
(Ran Vatoria)	577,000	
Inventories(Bark in Process	1,065,000	
(Finished Stock	294,000	
Propayments	40,000	
TOTAL CHRIST ASSETS	-	2,670,000
TOTAL CURRENT AGOSTO		
Accounts Payat to	521,000	
Hotes Payab le	600,000	
Hotes Payin is	85,000	
Deposits	30,020	
Sundry Accounts Payat to	45,000	
Accrued Pay Rolls	35,000	
Accrued Incore & Excess Profits Tax		1,096,000
TOTAL CHREST LIABILITIES		
		1,574,000
NORMENS CAPITAL		
	82,000	
Land	795,000	
Bulldingo (Less Reserve)	1,489,090	
Equipment(Less Reserve)		2,525,000
TOTAL FIXED ASSETS		. 11.441.020.
		3,000,000
NET YEATH(Sefore Deducting Contingent Ros.)		39,000
Leas Contingent Reserve		5.861,000
HET EGRIH(Before Adding Patents)		1,730,000
Patenta		5.571.030
NET SOUTH		2.276.030
Conson Stock	2,598,000	
Preferred Stock	1,601,000	
Sarolus	772,400	
		5.571.000

Yours very truly,

Vice President and Financial Executive. For MR. THOMAS A. EDIJON LENWARD]

Thomas A. Edison

ORANGE, N.J.

EXECUTIVE COMMITTEE
GHARLES EDISON
THOMAS A. EDISON
STEPHEN B. HAMSSIT
RANGOLL EXCUTI
B. W. KELLOW
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OFFICE OF

July 10, 1919.
Department of Banking and Insurance,

State of New Jersey. Trenton, New Jersey.

Dear Sirs:

Attention of Mr. C. A. Gough, Assistant Deputy-

As promised in our letters of March 13th and 20th respectively, you will find below belonce sheets of the following Companies as of February 28, 1919, as requested.

BIGMAS A. EDISON, INC.

GENERAL SALAMOT SHEET AS AT FEBRUARY 28, 1919.
ASSETS
LIABILITIES

Invasional 1 26,000 Petrats 3,737,000 110,629,000 110,629,000

EDISON PHONOGRAPH MONG CONTRAL BALANCE SHIET AS AT FERRIMAY 26, 1919.

COMPAR BALANCE SHIET AS AT PRISONAL 28, 1915.

13,663,000

FOISON STORMS BATTERY COMPANY.
GENERAL BALANCE SHEET AS AT PERSONNY 29, 1919.

ASSETS LIABILITIES.

te Resistable 273,000 documents Pephle
1,53
Resistable 275,000 Series Pephle (Boat Learn) 1,53
Resistable 275,000 Series Pephle (Boat Learn) 1,00
Resistable 2,20,000 Conclude Bearing 1,000
Resistable 2,20,000 Conclude Bearing 1,000
Resistable 2,000
Resistable 2

Yours very truly,
SSM.

Capy for Mr Kellow.



November 4, 1921

Mr. Harry F. Miller, Treasurer

ReiMr. Edison's Personal Insurance

Dear Mr. Millers

The follow-up shows an item that Mr. Kellow has been trying for some time to definitely ascertain - in whose name Mr. Edison's personal insurance is placed.

Knowing that you were recently down in Newark to the vaulte I thought possibly you might have looked this matter up and if there is any change which you think should be made in the assignment of these policies would you kindly write me and we will take it up with Mr. Edison.

Hoping for an early reply, I am

=

Assistant Financial Executive

564418 - 10- 7000. 407 163075 - 10-16816 - 10Im lidiou. 1914.

Pef Sep Successive Policies are in force - Tayable to.

10000 Trutical - June executors

10000 - Many Elizar Children

10000 - Madeintal - Charles Indian Children

Modor - Madeine .

Suding this for your information town to cast your attention

expecially to the just policy.

Mr. Shong metter 1994.

By Someone of Mr. Edicare.

Should me Edicare hat of his life immediate policies.

North me to give him year hater of metand 564418—110000.

Caniford to his executors.

Low your give me the detacle.

From: J. V. Miller, Assistant Financial Executive

January 9, 1922

Mr. Thomas A. Edison.

Life Insurance - Mutual Policy 564418

A short time ago we mentioned to you that a Mutual Life Insurance Policy for \$10,000,00 was not assigned to any one and therefore would be payable to your estate. Mr. Harry Miller has given me the following history of the policy.

"Policy #564418 on the life of Thomas A. Edison was issued June 16, 1893 for \$10,000.00 the beneficiaries being his executors, administrators or assigns.

"On the 19th dayof June 1893 it was assigned to the N.J. & Penna. Conc. Works.

"On Sept. 21st, 1907 all interest was relinquished by the N.J. & Pa. Conc. Works.

"On March 29, 1911 all interest was assigned to Madeleine, Charles and Theodore M. Edison.

"On July 8th, 1913, Mr. Edison cancelled the assignment which was necessary to allow him to receive the 20 year distribution of dividend which amounted to \$3,549,20 and was received by him. also to permit him to borrow \$4.250.00 on the policy which he did July 29, 1913. This losn was repaid June 16, 1916.

"On June 16, 1918 Mr. Edison received a Cash dividend of \$959.50 and on June 16, 1923 he will get another dividend.

"None of these dividends could be paid to him while the interest in the policy was assigned to others.

"Having paid over \$12,000.00 in premiums I think the Company would give him a paid up policy now for a substantial amount."

\$11.803.00 Accordingly you have paid in premiums received in dividends 4,508,70 Net cost to date

Another dividend is payable June 16, 1923.

Mr. Miller states that this dividend would not be payable to you if policy is assigned to may one but payable to the assignee. At the present time the policy could be exchanged for a "paid up" policy of \$7,350.00 or surrendered for a cash value of \$5,086.00.

Will you kindly let me know what your wish is as to assigning this to the children or anyone else, or any other disposition ?

C.C. to H. J. Willer

The Edwar - Private
Life Enerance Thertwal #564418

Turned once to Mr. H. M. assignment in diplicate to nina never Edvice -mutual Life Surewave Lo of nor york. Had up north Mr. Edvice making perntenuing paying premiues. Through him cars me only He decided to continue

um JV Mican

November 24, 1922

Mr. Edison, -

Re - Automatic Phonograph Exhibition Co.

The attached certificate in the name of W. E. Sargeant indicates that you were, as you say, a "trustee". Your obligations as such trustee were to transfer the stock within three years from the date of the certificate (Dec. 24, 1890) and in the meantime to pay over all dividends, etc. The stock became worthless and your books show no dividends received. A certificate of this character, of course, does not mean that you personally ever received the \$3,000 representing the par value of the stock, as is suggested in Mr. Gompf's letter.

W. E. Sargeant was a toolmaker who worked for you along about 1890 or earlier; he was a hunchback, and worked on the first twenty-one phonographs.

This Company was incorporated in New York in 1890. Your books show that you held 5500 shares in 1890 which were written off Dec. 1896 as of "no value." I am told that you made a present of atock to some of your men, including Walter H. Miller and Fred Ott. Quite likely this is the way Sargeant received his stock.

The Company apparently had to do with coinoperated phonographs. On May 10, 1892 you assigned to the Company one patent and three applications (yours and John F. Ott's) and the same day you took back an exclusive license. At that time Pelix Cottschalk was
President and Thomas Butler, Secretary of the Company.
Perhaps this will serve to refresh your recollection of the transaction. If any further inquiry is
necessary, Mr. Harry F. Miller suggests that Mr. A. C.
Tate would be likely to recollect the circumstances.
Shall I write to Mr. Gompf and tell him the

Shall I write to Mr. complete and that no dividends were received? He has asked for the return of the trust certificate, and I suppose he is entitled to have it back.

Henry Lanahan

HL:K

(copy)

No. 7

Thirty Shares: \$3000.00

TRANSFERABLE CERTIFICATE OF BENEFICIAL INTEREST

AUTOMATIC PHONOGRAPH EXHIBITION COMPANY STOCK.

FOR VALUE RECEIVED, I. T. A. EDISCH, hereby declare that I hold in trust 30 Shares of Stock, each of the par value of \$100.00, in the Automatic Phonograph Exhibition Company (whose present capitalization is \$2,500,000.00. divided into 25,000 Shares of the par value of \$100.00 each), for the benefit of W. E. Sargeant, his assigns and legal representatives; and that, without further consideration, I will duly transfer to him the full and complete title thereto, not later than the 24th day of December, 1893. Meantime, the legal title to the said Shares shall remain in me, with full voting nower thereon for every purpose. whatsoever, but all dividends, benefits and profits accruing thereon, shall be promptly given by me to the said W. E. Sargeant. Should the said present capitalization be decreased, the said Shares and all my obligations hereunder shall be decreased proportionstely.

This declaration and agreement shall bind me, my legal representatives and assigns,

IN WITHERS WHEREOF. I have hereunto set my hand and seed, at Orange, New Jersey, the 24th day of Docember, 1890.

Skoged, seeds and delivered Thom. A. Edison (L.S.)

Ground

(copy)

From the Laboratory

of

THOMAS A. EDISON

Orange, N. J.

November 15, 1922

Mr. Willard C. Gompf, Hartford, Conn.

Dear Sir:

Your letter of Nov. 10th hee been received. Mr. Edison says that he has no recollection of any such company as the Automatic Phonograph Exhibition Co., and has not the slightest recollection of ever having signed any such certificate for any such company.

Yours very truly, Edison Laboratory.

under ney contract with the clar. ballery well they own the ford state battery cell colice I get it perfected When I was to 9102 When all new inventer

of William 7, 1983

Mr. Thomas A. Edison,-

Replying to your annexed memorandum, your original agreement with Edison Storage Battery Company provided for the assignment to that company of storage battery inventions covered by certain applications, then pending, and "all future improvements thereon in the United States made during the period of five years from Feb. 1, 1901," and I do not find any subsequent agreement on your part to assign inventions.

I should say, however, that if you contemplate retaining all rights in the present invention, care should be taken not to charge any of the experimentation and developing expenses to the Battery Company.

Henry Lanahan

HL:K

Tite Bolly agree

No change have from made We did capitalize in Seccular 192 as Patents the sum of 69 15 98 as of 1/58/00 and write balong of to Expuse all charges for 1903 to aplace for experimental charges on starte was are carrying as Laboratory Experiments. amount - # 10613.34 Reique

LEGAL SERIES RICHARD W. KELLOW FILE

Legal Series Richard W. Kellow File

The Richard W. Kellow File contains agreements, bills of sale, leases and deeds, tax forms, patent assignments, and related correspondence that were maintained by Kellow in his capacity as secretary of Thomas A. Edison, Personal. Included are items pertaining to royalty payments, Edison name use, real estate, relations between Edison and his companies, and individuals who believed they had anticipated Edison in some invention. The selected documents cover the years 1911-1930, with the majority dating from the period that Kellow served as secretary (1917-1921). The earlier documents were probably collected by Kellow in relation to later matters, while those from after 1921 were most likely added to the file by Edison's brother-in-law John V. Miller, who assumed Kellow's role during the 1920s.

Specific subjects covered in the documents include agreements to use Edison's mining and storage battery technologies; experimental phonograph sales systems proposed by Edison; the payment of royalities to German chemist Heinrich Hirzel for the use of his patent in Edison's wartime benzol plants; a \$1.2 million loan from Henry Ford for the expansion of Edison's storage battery plant; the establishment of the Wisconsin Cabinet & Panel Co. to make phonograph cabinets; the incorporation of the Diamond Disc Shop at 10 Fifth Avenue in New York City; and other items concerning the building in downtown Manhattan owned by Mina Miller Edison.

There are also documents pertaining to real estate acquired by Edison for his son William L. Edison; the Ecometer Manufacturing Co., an unsuccessful business venture of Thomas A. Edison, ir, the estates of deceased associates Charles Batchelor, John Kruesi, and Josiah C. Reiff; compensation policies in the cases of employees William H. Knierim and Meno Kammerhoff; the removal of historic Items from the West Orange laboratory and other locations for use in Henry Ford's proposed Edison museum; and the formation of Edison Botanic Research Corporation to find new sources of rubber.

Also included are Edison's personal income tax return for 1914; a 1919 report to the New Jersey Bureau of Industrial Statistics with information about the capitalization, labor force, and function of the West Orange laboratory; a 1919 report to the internal Revenue Service indicating the capitalization and income of Thomas A. Edison, Inc., and seventeen other Edison companies; a descriptive list, prepared in 1923, of all of Edison's patents; and estimates of the monetary value of his patents at the time of their transfer to his companies in 1926.

Each of the 118 envelopes from which documents have been selected are a considered in the contents. Although the title of the envelope generally provides an accurate description of the items therein, some envelopes contain additional material only loosely related to the subject in the title. Some bear notations indicating that the legal document specified in the title was removed for use elsewhere. Other envelopes either are empty or contain only a contents list.

Approximately 50 percent of the documents from 1911-1930 have been clead. Within the individual envelopes, the proportion ranges from 10 percent to 100 percent. The selected material includes signed agreements involving Edison personally, correspondence regarding the conduct of his personal business and finances, documents providing substantive or summary information about his companies, and items relating to Edison's family, particularly to provisions made for his six children.

The unselected material includes routine correspondence and legal documents that Edison merely signed; business documents not pertaining to Edison personally or to his interests directly; letters of transmittal and other cover documents; records consisting mainly of raw data; routine items relating to mortgages, renovations, and leases for the building on 10 Fifth Avenue and other Edison property; land transfers and leases between Edison and his own companies in West Orange and Silver Lake; cancelled transactions and unexecuted legal instruments; and documents concerning the rental or purchase of musical instruments for recording studios.

Also not selected are interoffice communications about payments, receipts duoteners; assignments for patent applications that were subsequently abandoned; Internal Revenue Service slips showing supplementary compensation for certain employees in 1923 and 1924; personal business documents of Charles Edison and other family members; duplicate, multiple, and variant copies of selected documents, such as a 1921 list of patents; copies of documents filmed in other series or published in previous parts of the microfilm and digital editions of the *Thomas A. Edison Papers*; rough notes and calculations; and folders that contain only an empty envelope, a list of contents, or documents unrelated to the envelope title.

Related material can be found in the Harry F. Miller File (Legal Series) and in the Edison General File Series.

Legal Series Richard W. Kellow File

A complete list of folders from which documents have been selected appears below. The folders have been rearranged in chronological order according to the earliest document in each folder.

1911

Receipt from Mt. Pleasant Cemetery Co. (1911) [env. 104] Correspondence with Paul H. Cromelin (1911, 1913) [env. 111] Assignment from Edison Storage Battery Co. (1911) [env. 115] Assignment from John F. Ott (1911) [env. 116] Assignment from John F. Ott (1911) [env. 116] Assignment from Johns Walter Aylsworth (1911) [env. 117] Agreements — Lansden Co. (1911–1912) [env. 122] Deed from Randolph Perkins (1911–1912) [env. 125] Lease to Edison Portland Cement Co. (1911) [env. 127] Correspondence with Martin E. Thomas (1911–1912) [env. 131] Agreement with Walter S. Mallory and W. H. Mason (1911) [env. 131] Correspondence — Carmine Basile (1911, 1913) [env. 207]

1912

Contract with Mendel Samuel & Sons (1912) [env. 110]
Final Decree — Estate of John Kruesi (1912) [env. 118]
Lease — William L. Edison (1912) [env. 120]
Contract with Merck & Co. (1912) [env. 124]
Agreement with Solvay Process Co. (1912, 1914) [env. 128]
Agreements with Henry Ford (1912, 1925) [env. 132]
Royally Payments to Coats Family (1912) [env. 132]
Correspondence — Dunderland Iron Ore Co.(1912, 1914) [env. 140]
Option to Purchase to Federal Storage Battery Car Co. (1912) [env. 201]

1913

Correspondence — Real Estate for William L. Edison (1913) [env. 73]
Correspondence with John F. Monnot (1913-1919) [env. 114]
Assignment and Release from Rosanna Batchelor (1913) [env. 136]
Correspondence with John Cruikshank (1913) [env. 137]
License Agreement with Henry B. Clifford (1913) [env. 139]
License from Frank L. Dyer and Jonas Walter Aylsworth (1913) [env. 146]

1914

Agreement with Joseph D. Lintott (1914, 1916) [env. 41]
Correspondence from Andrew Plecher (1914-1915) [env. 74]
Settlement – Estate of Josiah C. Reiff (1914) [env. 147]
Agreement – Edison Storage Battery Co. and Pennsylvania Railroad Co. (1914)
[env. 143]
Agreement with Accumulatoren-Fabrik Aktiengesellschaft (1914) [env. 144]
Agreement with Bankers Trust Co. (1914) [env. 148]
Deed from Trustees of Sussex County Iron Co. (1914) [env. 150]
Deed from Ogden Iron Co. (1914) [env. 151]
Deeds to New Jersey Zinc Co. (1914, 1924) [env. 181]

1915

Leases — 10 Fifth Ave. — Mina M. Edison (1915-1925) [env. 26]
Agreement with Victoria Gypsum Mining and Mfg. Co. (1915) [env. 40]
Correspondence — Sale to Victoria Gypsum Mining and Mfg. Co. (1915) [env. 68]
Personal Income Tax Return for 1914 (1915) [env. 96A]
Agreement with Charles Edison (1915) [env. 153]

1916

Agreement with Phonograph Sales Co. (1916-1918) [env. 1]
Deed – Isaac W. and Frances F. England – Mineral Rights (1916, 1920) [env. 34]
Agreement with U.S. Crushed Stone Co. (1916-1917) [env. 100]
Agreement with Miller Reese Hutchison (1916) [env. 162]
Bills of Sale to Edison Storage Battery Co. (1916) [env. 166]
Agreement with Andrea and Serafina Maglio (1916, 1919) [env. 173]
Agreement with Wisconsin Chair Co. (1916-1917) [env. 175]
Contract with Mitsui & Co. (1916-1917) [env. 160]
Correspondence with Mitsui re Phenol Plant in Japan (1916-1920) [env. 186]

1917

Deeds -- Ezra L. Wean, George Haycock (1917, 1921) [env. 9] Lease to Marcus Lusk (1917-1920) [env. 12] Correspondence -- Hirzel Royalty (1917-1919) [env. 66] Contract with Miller Reese Hutchison (1917) [env. 156]

1917 (continued)

License from Charles T. Dally (1917) [env. 158] Assignment from Heinrich H. Meno Kammerhoff (1917) [env. 159] Correspondence — Glenmont Buildings – Mina Edison (1917) [env. 164] Assignment from Robert Bachman and Charles Norton (1917) [env. 174] Correspondence — Edison Electric Appliance Co. (1917-1920) [env. 176]

1918

Bill of Sale to Aluminum Co. of America (1918) [env. 3]
Agreement with B. E. Tinstman (1918-1923) [env. 5]
Agreement with M. R. Hutchison and Edison Storage Battery Co. (1918) [env. 6]
Income and War Excess Profits Tax Returns for 1917 (1918) [env. 7]
Correspondence – Real Estate – Raub Property (1918-1919, 1930) [env. 10]
Lease to Edison Portland Cement Co. (1918) [env. 22]
License to Edison Storage Battery Co. (1918) [env. 167]

1919

Report on Industrial Statistics for 1918 (1919) [env. 13]
Assignment from Lamar Lyndon (1919) [env. 18]
Tentative Return and Estimate – Corporation Taxes, 1918 (1919) [env. 19]
Documents – Real Estate – Burlington County, NJ (1919, 1925) [env. 30]
Correspondence – Agreement with W. H. Knierim (1919-1920) [env. 182]
Correspondence – Oak Investment & Security Co. (1919-1920) [env. 188]

1920

Agreement with Frederick P. McIntosh (1920) [env. 32]
License from Newman H. Holland (1920) [env. 33]
Agreement with Edison Storage Battery Co. (1920) [env. 35]
Assignments to Thomas A. Edison, Inc. (1920) [env. 37]
Assignment from North Jersey Paint Co. (1920) [env. 99]
Correspondence — Agreement with Halogen Products Co. (1920) [env. 129]
Assignment from James F. Monahan (1920) [env. 177]
Memorandum — Transfer of Shares to Theodore Edison (1920) [env. 178]
Trusts for Madeleine E. Sloane, Charles and Theodore Edison (1920) [env. 179]
Release from Heinrich H. Meno Kammerhoff (1920) [env. 199]

1921

Lease to Owen Frey (1921) [env. 38]
Correspondence with Walter Scott Shim (1921) [env. 48]
Power of Attorney to Charles Edison (1921) [env. 49]
Certificate of Dissolution – Thomas A. Edison Association (1921) [env. 50]
Agreements with Hanlon A. Gardner – Real Estate (1921) [env. 63]
Certificate of Dissolution – Edison International Corporation (1921) [env. 95]

1922

Correspondence with Bachrach Studios (1922) [env. 91] Contracts with Stevens, Crum, Paris, and Murray (1922-1923) [env. 92] Correspondence – E. L. Woodfin, Phonograph Sales Plan (1922) [env. 94] Assignment from Roscoe J. Smith (1922) [env. 969] List of Items for Edison Ploneers Museum (1922) [env. 198]

1923

Correspondence — Ecometer Manufacturing Co. (1923) [env. 57A] Correspondence — Phonograph Sales Proposition (1923) [env. 57B] Power of Attorney to Marion Oeser-Edison (1923) [env. 61] Assignment from Paul D. Payne (1923) [env. 91] Lists of Active Patents (1923, 1926) [env. 243]

1924

Correspondence -- New Jersey Patent Co. (1924-1925) [env. 221]

1925

Correspondence -- Loan to William Maxwell (1925) [env. 80]
Correspondence -- Loan to William Maxwell (1925) [env. 00]
Contract with F. H. Losey (1925) [env. 216]
Agreement with Commissioners Palisades Interstate Park (1925-1928) [env.

218j
Trusts for Marion Edison Oeser, Thomas A. Edison Jr., and William L. Edison (1925) [env. 219]

Settlement of Loan with Ford and Edison Storage Battery Co. (1925) [env. 224] Documents -- Premier Mill Corporation and Henry Ford (1925, 1927) [env. 86]

1926

Assignments to Edison Storage Battery Co. (1926) [env. 225] Sale of Patents to Thomas A. Edison, Incorporated (1926) [env. 226] Correspondence with Samuel Insull — Edison Name Use (1926) [env. 229] Contract of Sale — Real Estate for William L. Edison (1926) [env. 232] Stock Sale — Edison Portland Cement Co. (1926) [env. 239] Agreement with State of New Jersey (1926, 1928) [env. 251]

1927

Power of Attorney to Charles Edison (1927) [env. 240]
Trusts for Madeleine E. Sloane, Charles and Theodore Edison (1927) [env. 244]
Agreement – Real Estate for William L. Edison (1927) [env. 246]
Documents – Edison Botanic Research Corporation (1927) [env. 249]

1928

Contract with Henry Nehrling (1928) [env. 252] Memorandum on Henry Ford's Plan for Edison Museum (1928) [env. 255]

Legal Series Richard W. Kellow File 1911

Receipt from Mt. Pleasant Cemetery Co. (1911) [env. 104]
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Assignment from Edison Storage Battery Co. (1911) [env. 115]
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Correspondence with Martin E. Thomas (1911-1912) [env. 131]
Agreement with Walter S. Mallory and Wt. H. Mason (1911) [env. 131]
Correspondence – Carmine Basile (1911, 1913) [env. 207]

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Lit. Fleasant Genetary Co.
to
Whomas A Edison
Lav 22.1911
ant of two lots in said cemstary.

no. 71 Ant. Pleasant Cemetery Company of Newark.
1Received from home as a Educated 1981
the sum of Forest Describered as colors Dellars, being a small find to be invested by the Goard of Managers of Mr. Pleasant being a small find to be invested by the Goard of Managers of Mr.
Camalary Company, we they may down sale; that annually expanded for much of jet us oddly a necessary, shall be annually expanded for the sale of the sale of the sale of the sale of the sale of the sale of the sale of the sale of the sale of the sale of sale income,
and the injurgement to the income of said trust fund.

JAMES S, HIGHE, PARSIDENT JAMES P, BLESS, VICE PARSIDENT

CHARLES H. PRETTYMAN, SECT AND SUPT. JOHN P. CONTRELL, TREASURER

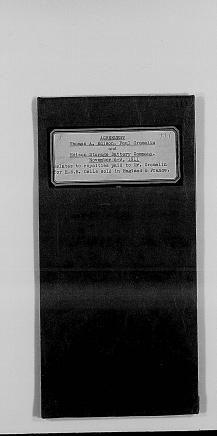
MT. PLEASANT CEMETERY OFFICE AT THE CEMETERY

378 BELLEVILLE AVENUE

Mr H. F. Miller

Descriting to Thomas a. Edisal Oxange. HJ

Down of June 7' 1911 was placed before our Managan at their regular mashing jarted on offerment. On a Swan intrust of to any mash much as the money deforted much the Company by mothers were for the sudownant of his bot it is not antipart to windown



(COPY)

Dogin West Lower with

November 9, 1911.

Mr. Paul H. Cromelin, Edison Manufacturing Co., Ltd., Willesden Junction, London.

Dear Mr. Cromelin:

Confirming our conversation of this morning. I have arranged with Mr. Edison whereby you are to receive as personal compensation the sum of three cents per cell on all A-4 betteries that Mr. J. P. Monnet may sell in England and Prance where a royalty of 40¢ per cell is collected. On other types of batteries the remuneration will be proportionately decreased or increased according to the royalty, and if the royalty should be lowered to Mr. Monnet this remuneration to you would be proportionately lowered.

This is personal compensation to repay you for any work you may do in co-operation with Mr. Monnot in connection with the Storage Battery and Mr. Edison reserves the right to terminate the arrangement at any time he chooses.

Yours very truly.

(Ingred) Frank Pages

Vice-President.

FLD/IWW

Thomas A Edison_Ltd.

LERKENWELL ROAD, LONDON, E.C.

Those was.

Edison Phonographs and Records Edison Dictating Machines Edison Kinetoscopes and Motion Picture Films Edison Primary Batteries Edison Home Kinetoscopes and

Motion Picture Films

nines Picture Films PARIS.
Poss and Survivos AIRES.

HEATING THESE PHO/GA.

30th August 1913

Thomas A. Edison Esq., President, Edison Storage Battery Co., Orange, New Jersey.

Dear Mr. Edison, .

I have just received yours of August 19th relating to your personal arrangement confirmed by Mr. Dyer's letter of November 9th 1911.

Up till now I have never drawn the sume referred to hoping that the time might come when the business would be properly launched and when by my work I might prove worthy of your consideration.

Very respectful

III Tionelin

MOTOR NOTES.

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TYRÈS REPAIRED, RETREADED, OR RECLAIMED.

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THE WORK ON TO JUST THE PROPERTY OF DESCRIPTION OF THE PROPERTY OF THE

COPY.

August 19, 1913.

Mr. Paul H. Cromelin, Thomas A. Edison, Ltd., 25 Clerkenwell Road, London, E. C., England.

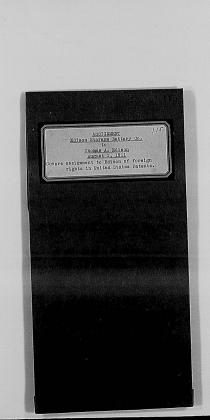
Dear Mr. Cromelin:-

This is to notify you that I hereby terminate the arrangement heretofore had with you and set forth in a letter dated November 9, 1911 to you and signed by Mr. Dyer, whereby you were to receive certain sums on cells of Edison Storage Batteries sold by Mr. J. F. Monnot in England and France.

Yours very truly,

Thomas A. Edison.

President.





ASSIGNMENT

WHEREAS, THOMAS A. EDISON, a citizen of the United States and a resident of Llewellyn Park, West Orange, in the County of Essec and State of New Jersey, has made certain new and, useful inventions for which he has filled the following named applications for Letters Patent of the United States:-

TUBE FILLING AND TAMPING MACHINES, application filed October 14, 1905, Serial No. 282,692, application allowed March 26, 1909;

STORAGE BATTERY ELECTRODES, application filed December 3, 1906, Serial No. 345,986, application allowed August 9, 1909;

STORAGE BATTERIES, application filed March 23, 1908, Serial No. 422,674, application allowed June 28, 1909; and

STORAGE BATTERIES, application filed May 24, 1910, Serial No. 563,044, application allowed June 11, 1910;

and

WHEREAS, said Thomas A. Edison by instruments in writing executed and recorded as follows, has assigned, transferred, and set over unto the Edison Storage Battery Company, a corporation organized and existing under and by virtue of the laws of the State of How Jorsey, and having its principal office at West Orange, in the County of Essex in said State, its successors, assigns, or other legal representatives, the entire right, title and interest in and to the aforesaid inventions and applications and in and to any and all Letters Fatent of the United States to be granted therefor, and in and to any and all applications

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United States and a resident of blowell's rest, and that , in the County of Secon and State of Now Jorecy, mention

UMBREAS, THOLIAS A. EDIZOR, a albican of bug

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which may be filed thereon and any and all Letters Patent which may be granted therefor in any and all countries foreign to the United States:-

Assignment of application Serial No. 282,692, executed July 28, 1909 and reduced on July 29, 1909, in Liber A-92, page 278 of Transfers of Patents;

Assignment of application Serial Mo. 345,986, executed September 29, 1909 sund recorded on Outcher 2, 1909 in Liber B-82, page 290 of Transfers of Patents;

Assignment of application Serial No. 422,674, executed December 20, 1909 and recorded December 22, 1909, in Liber C-83, page 270 of Transfers of Patents;

Assignment of application Serial No. 565,044, executed October 26, 1910 and recorded October 27, 1910, in Liber U-65, page 170 of Transfers of Patents;

and

WHEREAS, the said Edison Storage Battery Company was not entitled by any agreement or contract to have assigned to it any rights in the aforesaid inventions and applications except the entire right, title and interest in and to the aforesaid inventions and applications throughout the United States and the territories thereof, and in and to any and all Letters Fatent of the United States to be grented therefor; and

WHEREAS, it was not the intention of the said
Thomas A. Edison to assign, transfer and set over unto
the said Edison Storage Battery Company, any rights except
the entire right, title and interest in and to the said
inventions and applications throughout the United States
and the territories thereof, and the entire right, title
and interest in and to all Letters Patent of the United

Turestan to the United attlest-

section any to rive increase and may and air values record which ray be greated therefor in any and all countries

garont of application Serial 10, Serious estimate And medicated on July 29, 1909.

States to be granted therefor, and all additional rights assigned, transferred, and set over by the said instruments in writing were assigned, transferred and set over through accident, inadvertence or mistake; and

WHEREAS, Letters Patent of the United States on the eforesaid inventions and applications have been granted to said Edison Storage Battery Company as follows:-

Patent No. 936,433, granted October 12, 1909 on application Serial No. 282,692;

Patent Ho. 946,540, granted January 18, 1910 on application Sorial No. 422,674;

Patent No. 948,558, granted February 8, 1910 on application Serial No. 345,966;

Patent No. 976,792, granted November 22, 1910 on application Serial No. 563,044;

and

THEREAS, certain applications for Letters Patent on the aforesaid inventions have been filed by said Thomas A. Edison in foreign countries;

NOW, THEREFORE, THES INDESPURE NITHERSESFH, that for and in consideration of One Doller and of other good and valuable considerations, the receipt whereof is hereby solknowledged, the said Maison Storage Battery Company has assigned, transforred, and set over and by these presents does assign, transforred, and set over unto the said Thomas A. Edison, his heirs, assigns or other legal representatives, the entire right, title and interest in and to the aforesaid inventions and applications conveyed by the aforesaid instruments in writing, with the following exceptions, vis: the entire right, title and interest in and to the said inventions throughout the United States and the territories thereof, and in end to any and all Letters Patent of the

MINERAL, Letters Entert of the United States of

accident, inadvertence or alutabet and

described and upt over hy the raid tentraported anathracia strangering an writing were confined, transferred and set over farming

United States which have been granted or may be granted on the aforeseld inventions and applications, and in and to any reissue or reissues, or extension or extensions of any and all such United States Letters Patent.

IN WITHESS THEREOF, said Edison Storage Battery Company has caused its name to be signed and its corporate seal to be affixed hereto by its officers duly authorized thereunto this faut day of August, 1911.

BOISON STORAGE BATTERY COMPANY
By Mann K. Alpen
Vice-President.

attest:

Harry & Miller

any relation or relation of a length of the length of the latter all great in the latter length of the latter leng

unived states which have been granted at English on Crumited on the control of the action of a control of the action of the acti

State of New Jersey) : ss.:

On this/St day of August

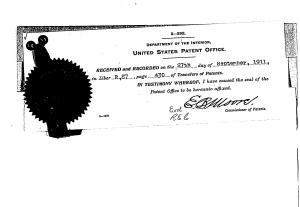
1911, before me personally appeared PRAIK L. DYER, to me
personally known, who being by me duly sworn, did say that
he is the Vice-President of the Edison Storage Battery
Company, and that the seal afficed to said instrument is
the corporate seal of said corporation, and that said
instrument was eigned and sealed on behalf of said corporation by authority of its Board of Directors, and said
Frank L. Dyer acknowledged said instrument to be the free
act and deed of said corporation.

Ama R. Klehm

Hotary Public.

1118

ASSIGNMENT JOHN F. Ctt
Thomas A. Mison
September 26, 1911
Assigns H., Otto right, title and
im Patent \$976,176.



ASSIGNMENT

WHEREAS, THOMAS A. EDISON, a citizen of the United States and a resident of Llewellyn Park, West Orange in the Gounty of Essex and State of New Jersey, and JCRN F. OTT. a citizen of the United States and a resident of Orange, in the County of Essex and State of New Jersey, are the joint owners of Letters Patent of the United States No. 967,178, granted August 16, 1910 to said Thomas A. Edison and said John F. Ott for TUBR-PORMING LACHIMES, and the invention covered thereby; and

TRIBEAS, said Thomas A. Edison desires to acquire the entire right, title and interest which said John P. Ott has in and to the aforesaid invention and in and to the aforesaid Letters Patent, and to acquire the right to sue for past infringement of the aforesaid Letters Patent:

HOW., THEREFORE, THIS INDESTRUE NITHERSECH that for and in consideration of One Dollar, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, said John P. Ott has assigned, transforred and set over and by these presents does assign, transfer and set over unto said Thomas A. Edison, his heirs, assigns, and other legal representatives, the ontire right, title and interest which said John P. Ott has or may have in and to the said invention and the said Letters Patent of the United States, and the right to sue for and recover damages and profits for past infringement of said

V T B T G T T T

Letters Petent, and all right, title and interest in and to any reissue or reissues or extension or extensions of said Letters Petent, the same to be held and enjoyed by said Thomas A. Edison, his heire, assigns, and other legal representatives, to the full end of the term or terms for which the said Letters Petent of the United States are granted, reiscued or extended, as fully and entirely as the same would have been held and enjoyed by said John P. Ott if this assignment and sale had not been made, and said John P. Ott hereby covenants that he has not executed and will not execute any agreement in conflict herewith.

And said John P. Ott heraby expressly occenents and agrees that whenever said Thomas A. Edison, his heirs, assigns, or other legal representatives advise him that other or further papers are necessary to be executed by him to perfect the title of said Thomas A. Edison, his heirs, assigns, or other legal representatives, in and to the said invention, and in and to the said Letters Patent of the United States, and in and to the said Letters Patent of the United States, and in and to tay reissue or reissues or extension or extensions thereof, or that any reissue or reissues or extension createnessins is or are desirable and leaful, he will sign all papers, take all rightful oaths and do all necessary sets for perfecting the said title and for procuring such reissue or reissues or extension or extension or extensions.

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IN TITUESS THEREOF, the said John F. Ott has signed his name hereto at West Orange, New Jersey, this day of Santimher, 1911.

July F. Ollo

In presence of:

Henry Lanahan

State of New Jersey)
County of Essex

on this 26 th day of Reptember

in the year of our Lord one thousand nine hundred and eleven, before me personally appeared JCHK F. Off, to me personally known and known to me to be the person described in and who executed the foregoing assignment, and he so-knowledged to me that he executed the same as and for the purposes therein set forth.

Anna P. Klehm

NOTARY PUBLIC, STATE OF NEW JERSEY
COMMONON EXPIRES, JUNE, 1015.

438

2.000

The state of the s

Jones W. Aylsworth Thomas A. Edison
October 2,1911
Assignment by Aylsworth of rights in
German patent #226,341.

Cession.

Der Untermeiehnete, Jonas Walter Aylsworth in East Orange, V. St. A. überträgt hierdurch rechtsverbindlich für sich und seine Rechtsnachfolger seinen Anteil an dem deutschen Potent

No. 226341, betreffend "Röhrenförmige Elektrode für elektrische Stromeamnler
mit alkalischem Elektrolyten,
bei welcher die aktive Masse
in Behälter mit durchlochten
wandungen eingeschlossen ist.

an den Mitinhaber des Patents Herrn Thomas Alva Edison in Llewellyn Park, V. st. A. und beantragt, dass Herr Edison als nunmehriger alleiniger Inhaber des erwähnten Patentes in der Patentrolle vermerkt wird.

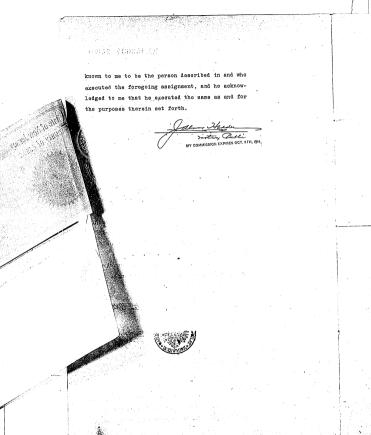
West Orange, N. J. U. S.A. 2 ten altober 1911.

Jonas Walter agleworth.

United States of America State of New Jersey County of Essex

) : 88.:)

On this 2 day of Outster in the year of our Lord one thousand nine hundred and eleven, before me personally appeared JOHAS WALTER AYLSWORTH, to me personally known, and



State of New Jersey County of Essex

Gefehen im Raiferlich Deutschen Generalkonfulat

zu 27ew 17ort zur 23eglaubigung

27ew Mort, den g. Oktober 191/

Der Raiferliche Generalkonful





Cessionsannahme.

Der Unterneichnete, Thomas Alva E d i s o n in Llewellyn Park, V. St. A. erklärt sich mit der Vebertragung des deutschen Patentes

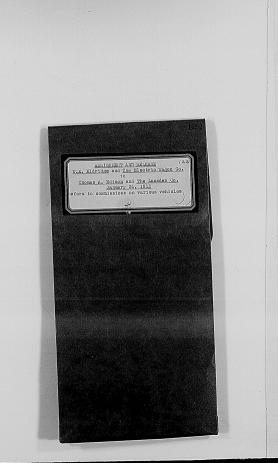
No. 226341, betreffend Röhrenförmige Elektrode für elektrische Stronsammler mit alkalischem Elektrolyten, bei welcher die aktive Masse in Behälter mit durchlochten Wan-

dungen eingeschlossen ist auf sich als alleinigen Inhaber einverstanden, nimmt dieselbe an und bestellt die labelerriebt.

Aufglich der Sell im Leben Wille aus eine Vertreter nach Massgabe des Patentgesetnes und 7. April 1891.

West Orange, New Jerry V. St. A. don't tim, October 1911.

Thomas Othra Edwarn



Thomas A. Edison, Esq.,

Orange, H. J.

Sir:

Referring to the negotiations herotofore had between Mr. Willord 1. Case, representing the undersigned and our associates, and yourself and your representatives, in resard to the purchase by us and our associates from you of the total outstanding capital stock of the landon company, a corporation organized under the laws of the State of New Jorsey, we beg to make the following express offer, which if accepted by you, shall be understood to constitute the basis upon which an exprepriate contract or contracts in accordance with the advice of souncel shell be drawn and untuelly executed to properly affectuate this offer and your acceptance thereof.

We will pay you the sum of \$156,074.00 for and in consideration of the assignment in blank and delivery by you of the total outstanding capital atook of the Lansden Company on or before January 1, 1912, end stock to be deposited with the Fidelity Trust Company of Howark, J. J., in oscow, to be delivered to the undersigned or their nomines upon the payment of \$121,674.00 for your account, the balance of \$25,000.00 being paid you herewith, receipt of which is hereby acknowledged by you, provided said sum of \$121,874.80 is paid within sixty days from January 1, 1912.

That immediately after the acceptance of this offer by you a complete audit of the assets and liabilities of the Lensden Commeny as of the first day of Hovember, 1911, shall be made at our expense and that upon the busis

of the figures shown by said audit the company shall prior to January 1, 1912, grant, assign and transfer to you by an aparograph instrument or instruments in writing all cash on hand (entirested at about \$11,595.93). all accounts receivable (cetimated at about (25,147.84). and all butteries (estimated at about \$16,379.80), as shown by said cudit as assets of the company at the close of business on the Slat day of detaber, 1911, and that by appropriate contracts or other instruments in writing to be pregared by counsel as hereinafter provided and to be held in esercw with said stock and delivered to us upon the payment of said sum of \$131,874.80 you will aspume and agree to may all limbilities of the company of whatsoever nature, including all notes yayable (cotimated at about \$143,500), and all accounts rayable (out!mated at about \$91,410.51), as shown by said audit to be limbilities of the company at the close of business on said October 31, 1911, and will agree to hold the commany free and clear from all claims or collections whatsoever by anyone whomsoever, upon or arising out of the said limbilities of the company an shown by said audit, excepting only its liabilities on its outstanding capital stock to be assigned to us as aforesaid.

That you will further agree in writing to be held in energy and delivered with acid stock prior to said list day of January, 1912, to assume and pay and held the company free and clear from any charges or claims arising by reason of the operating expenses of the company during the period from October 31, 1911, to and until January 1, 1912, other than the ordinary usual and oustomary operating expenses during said period, such as manufacturing materials, menufacturing expenses, wages and goveral salaries, provides that

you may shouted this period by dollwaring to us, assigned in blenk, the substanding nisek of the company and the restructions of the difference of the diffe

That if you accept this offer, you further agree that the directors and officers of the company shall take no corporate action prior to the lot day of January, 1918, other than the general conduct of the business without our consent in writing, and that on or before said ire day of January, 1918, you will deliver to the said Trust Company the resignations in writing of all the directors and officers of the company to take effect when accepted by the stockholders, to be delivered with said stock upon the payment of said sum of \$12.1874.00.

It is also understood and agreed that if you accept this offer Hentpenery Here, attorney and counselor at law, of No. 30 Exchange Place, New York City, shall at our expense and subject to the expressel of your counsel propers all the necessary and appropriate contracts and other instruments in writing to properly extra out and effectuate the provisions hereof and your acceptance thereof, and that the aforesaid sudit of the assets and limitities of the company as of Nevenberl, 1911, shall be made by the North American Addit Commany.

It is also further agreed in the event of the acceptance of this offer by you that if you shall refuse or fail to carry out any and all of the terms and provisions herein contained on or before said let day of Jenuary, 1912, you will thereupon repay to us the aforessid sum of \$25,000.00 together with any damages suffered by us by reason of said non-performance, and that if we and our associates refuse or fail to carry out all the terms and conditions herein agreed to be performed by us and our associates we shall thereupon

forfait to you as liquidated damages the said sum of \$25,000.00 and the terms and conditions hereof and your acceptance thereof shall be of no further force or affect whitnesver.

Your ery truly,

Dated December 14, 1911. Welvaux J. Barreaile

I heroby approve and secure the terms and conditions of the foregoing offer.

Dated December 1d, 1911.

Thomas a Edison

Lausden les loss to May 12 1911 37.360.90 Paid for Good Will Sept 1908 Taxical Text 3.000.00 312371 520.00

Changes at High Street Cremium on Capital Stock when purchus 6.988.72

Concession on 4/2 of Orokens.
" adam Exp. Wagon
Loss since May 1st askrinkage in auch 1.501.12 71,353,55

2.597.76

* S.O. 3686 - 14pe 1838 - ripper spent opents used on other we hur me chunger \$ 4.390.53

36988.72 173.94388 14340000 71106.16 68314.92 374260 24880364

The Laurden les Cash wash Accounts Receivable Batteries 1577320 Capital Stock Cast Mr Edison Notes Payable Accounts . 5584637 Machinery Justruments Vools Juruture o Gistures Catterns Templates & Dies Drawing & Migges, Compains Mathemas Mathrian, Euppins Depare Arts Repair Orders in Process Chasins & Bodies Orders in Grocess Completed 4469323 2648644 3970469 15687480 21272117 28124251

Accounts Payable as of Oct. 31, 1911 as per Schedule 2 attached Accounts Receivable Unpaid as of Jan. 1, 1912 as per Schedule 1 attached and 17.906.71 a Total of 32,078.59
Being a Total Payment of \$156,037.17
Less 25,000.00 Paid on Dec. 14, 1911 on account thereof 3131.037.17 the Receipt of Which or in full is hereby acknowledged and in further consideration of the Sum of \$17,906.71 Accounts Receivable Outstanding as of January 1, 1918 to be paid as collected by the party of the second part, the party of the first part hereby agrees to transfer and deliver, with the execution of the large and the party of the second part. The party of the second part is the party of the second part of the first part hereby agrees to transfer and deliver, with the execution of the Second Capture and Second Party of the Second Part uapizal Stock or the Lansden Company of Newark, New Jersea a Corporation organized under the Laws of the State of New Jersey, together with the resignations in writing of all the Directors and Officers of the Company as of the date of October 31, 1911. The party of the first part further agrees to assume and pay all the Liabilities of The Lansden Company assume and pay art and magnitudes of the Landson company as of or originating from the transactions of said Company prior to Hovember 1, 1911, with the exception of the aforesaid Accounts Payable of \$14,171.88, and with the exception of Certain Liabilities which have been accounted for in the aforesaid sum of \$148,042.59 for "Physical Assets." Dated Party of the First Part. January 1912. Witness. Party of the Second Part.

Witness.

This Agreement between Thomas A. Edison, Esquire, party of the first part, and William G. Bonneville, Trustee, party of the second part, which when executed cancels a previous Agreement dated December 14, 1911 between said

Witnesseth: That for and in consideration of \$148,042.59

11.595.33

28.477.84

3188.115.76

for Physical Assets

Oct. 21, 1911 Accounts Receivable as

of Oct. 31, 1911 as per Schedule 1 attached

for Cash on Hand

parties,

the Sum of

a Total of Less \$14,171.88

and

and

[ATTACHMENT/ENCLOSURE]

CORRECTED SETTLEMENT \$156,874.80 Proposed Settlement Less error in Job #3490 3,332.57 2,597,76 difference in overhead Nov. & Dec. charges belonging to 1,257.47 prior period 460.00 Commission Howard 200.00 Boettger Allowances during Nov. belonging 66.90 to prior period Allowances during Dec. belonging 86.76 to prior period Furniture & Fixtures sold to Mr. E. 201.60 90.00 103.76 Machinery at Silver Lake 9,897.94 Error in Adams Show Wagon 1,501.12 146,976.86 325.00 Body from Mandel Bros. 740.73 Insurance paid in advance 148,042.59

ized, under the laws of the State of New Jersey, party of the third part, WITNESSETH:

WHEREAS, the party of the first part on the 14th day of Pecember, 1911, made in writing a cortain offer to the party of the second part, which said offer was duly approved and accepted in writing by the party of the second part on the said 14th day of December, 1911, and

WHEREAS, upon the acceptance of the sforesaid offer in writing the party of the first port paid to the party of the second part the sum of Twenty-five thousand Bollars (225,000.) pursuant to the terms of said offer and acceptance: and

WHERMAS, since the execution and acceptance of the aforesaid offer, certain changes and amendments to the terms thereof have been duly agreed upon by the parties of the first and second parts, which are now necessary to effectuate the full spirit and intent of the aforesaid written offer and acceptance,

NOW THEREFORN, in consideration of the sum of One Dollar (\$1.) each to the other in hand paid, the receipt whereof is horeby scknowledged, the parties hereto do mutually agree and covenant each with the other, their heirs, administrators, executors, successors and assigns, as follows:

(1) The terms and provisions of this agreement shall be deemed to be and be construed as amendatory and supplementary to the provisions of the aforesaid offer and acceptance, so far as they may so reasonably appear, but the terms of this agreement shall be absolutely controlling upon the parties hereto in case of any ambiguity or inconsistency arising between the terms of the aforesaid written offer and acceptance and the terms of this agreement.

- (2) The party of the first part shall upon the execution of this instrument pay to the party of the second part the sum of One hundred thirty-one thousand thirty-seven and seventeen one-hundredths Dollars (\$131.037.17), which together with the aforesaid sum of Twenty-five thousand Dollars (\$25,000.), paid as aforesaid by the party of the first part to the party of the second part on or about the 14th day of December, 1911, shall constitute payment in full to the party of the second part for the total outstanding capital stock of the party of the third part, which said total outstanding capital stock the party of the second part shall thereupon deliver to the party of the first part duly assigned to said party of the first part, and the party of the second part shall at the same time deliver or cause to be delivered to the party of the first part the resignations in writing of all the directors and officers of the party of the third part, which said resignations shall provide in terms that they are to take effect when accepted by the Board of Directors or the Stockholders of the party of the third part.
- (3) The party of the second part further agrees to assume, and dree hereby assume and agree to pay, upon demand and the presentation of a proper certification or certification by the afficers of the party of the third part, all the liabilities and debts of the said party of the third part of whatsnever nature originating from or by reason of the general conduct of the business of the party of the third part prior to November 1st, 1011, with the exception of certain Accounts Payable amounting to the sum of Fourteen thousand one hundred seventy-one and eighty-eight one hundredths Dollars (\$14,171.88), as more particularly set forth

in Schedule 1 hereta annexed, no part of which is assumed by or shall constitute a claim or charge against the party of the second part.

Judge June Mary

- (4) The party of the third part agrees to pay to the party of the third part agrees to pay to the party of the third part on seventeen thousand nine hundred and six and seventy-one one-hundredths Dollars (SIT,906.71), said sum being the amount of certain Accounts Receivable by the party of the third part or parts thereof, which were unpaid to the party of the third part on the list day of January, 1912, se more particularly set forth in Schadulo 2 hereto annoxed, PROVIDED, that said sum or any part thereof shall be payable by the party of the third part to the party of the second part only when and in such amounts as shall be collected by the party of the third part, the said party of the third part, the said party of the third part agreeing, however, to use all due diligence in the collection of the said Accounts Payable consistent with the usual and reasonable conduct of its business.
 - (5) The party of the first part in further consideration of the delivery to him of all the outstanding capital stock of the party of the third part, as hereimabove provided, does hereby guarantee, promise and agree to and with the party of the second part that the party of the third part will well and faithfully perform and fulfill everything by the foregoing agreement on its part and behalf to he performed and fulfilled, at the times and in the manner above provided; and the party of the first part does hereby excreptly waive and dippense with any demand in the latent with the first part, and any notice of any non-performance by the party of the third part.

IN WITNESS WHEREOF, the parties hereto have hereunto

Just occupied.

placed their hands and seals the day and year first shows
written.

(Seal)

Party of the first part.

(Seal)

Party of the third part.

Ву

ASSIGNMENT and RELEASE

W. E. ELDRIDGE and

THE ELECTRIC WAGON COMPANY to

THOMAS A. EDISON and

THE LANSDEN COMPANY .

Dated: Jan. 24. 1912.

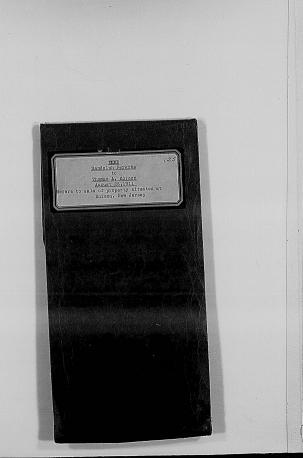
For and in consideration of the sum of two thousand dollars (\$2,000.), to us in hand paid, the receipt whereof is hereby acknowledged, we W. E. ELDRIDGE, of 178 Devonshire Street, Boston, Mass., and THE ELECTRIC WAGON COMPANY of 35 Federal Street, Boston, Mass., and each of us, do hereby sell, assign, and transfer unto THOMAS A. EDISON, of West Orange, New Jersey, the following described property, to-wit: One Lansden truck (one ton) shipped on or about January 4, 1912, to The Lansden Company, Newark, New Jersey; also the entire right, title and interest of each of us in the contract entered into on March 15, 1911, between said W. E. Eldridge and The Lansden Company of Newark, New Jersey, together with the contract supplementary thereto entered into on the same date between the same parties; and we and each of us do hereby remise, release and forever discharge The Lansden Company of Newark, New Jersey, of and from any and all claims for commissions for vehicles sold by said Company within the territory granted to said W. E. Eldridge under said contract and supplementary contract of March 15, 1911, except commissions on the proposed sale of one vehicle to N. E. Telephone and Telegraph Company, and two vehicles to Edison Company, upon which The Lansden Company is to pay me ten per cent commission provided the sale is consummated on or before March 1, 1912, at the prices which have been quoted, and do hereby remise, release and forever discharge said The Lansden

Company of and from any and all other claims whatsoever.

Signed at Bestein, Mass., this and day of

January, 1912.

THE ELECTRIC WAGON COMPANY



Randolph Perkins, Receiver, To Thomas A. Edison. Dated diegust 26th, 1811 RECEIVED in the Clark's Office of the County of filozofe, flow Jersey, on the September: 11 . 4:280 Jose P. M. Received in the Clubs Office of the County of Sucres JONN, N. J. THAN MOTT, CLERK Blias Bertram Mott Clerk. and recorded in Book W-10 of Deeds for said County, on pages 414,&c.

THIS INDESTURE, made this Muculy-siffle day of August, in the year of Our Lord One Thousand Nine Hundred and Eleven, by and between RAMDOLPH PERKINS, a receiver appointed by the Chancellor of the State of New Jersey, purty of the first part, and THOMAS A. EDISON, of the Township of West Orange, in the County of Essex and State of New Jersey, party of the Second part, WITMESSETS.

THAT WHEREAS in and by an order of the said court, made on the twenty-fourth day of February, Mineteen hundred and eight, in a certain cause in said court pending, in which James D. W. Outting is complainant, and the New Jersey and Pennsylvania Concentrating Works, a corporation heretofore organized and doing business under the laws of the State of New Jersey, is defendant, it was ordered among other things, that the said Randolph Perkins be appointed receiver of the said New Jersey and Pennsylvania Concentrating Works, with the usual powers of receivers in equity, upon his taking the oath required by law and giving bond in the penal sum of twenty thousand dollars, with sufficient sureties, and that upon the approval and filing of such bond the said Randolph Perkins should be vested with all his rights and powers as such re-

AND WHEREAS thereafter said receiver duly qualified as such, in accordance with said order;

AND WHEREAS, the said party of the second part has made an offer of sixty thousand (\$40,000.) dollars for the entire assets of the defendant, New Jersey and Pennsylvania Concentrating Works, and that, upon the understanding that said sum of sixty thousand (\$60,000.) dollars will be turned in against Thomas A. Edison's claim of One Hundred and Eighty, one Thousand Eight Hundred and South Fundred and Southy-Eight Dollars, and Seventy-Esymptonics.

allowed by said Receiver;

AND WHENEAS, by another order of said court, made and entered in the cause aforesaid, on the fifth day of June, Minsteen Hundred and Eleven, it was ordered, that said offer be approved and accepted, and that said receiver should execute proper bills of sale and deeds of conveyance to said party of the second part, or to his assigns, for all the property and assets of said defendant company in his hands as Receiver;

NOW, THERMFORE, in consideration of the premises, and in obeddence to said last mentioned order, and for the purpose of giving effect to the same, and in consideration of the sum of Sixty Thousand (\$60,000.) Dollars in hand paid by the said party of the second part, to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part has granted, bargained, sold, conveyed, enfectfed, released and confirmed, and by these presents does grant, bargain, sell, convey, enfectf, release and confirm unto the said party of the second part, his heirs and assigns forever:

ALL those tracts or parcels of land and premises hereinafter particularly described, situate, lying and being in the Townships of Sparta, Hardiston, and Jefferson, in the Counties of Sussex and Morris, and State of New Jersey:

<u>First Tract</u>: Being a certain tract or parcel of land situate, lying and being in the Townships of Sparta and Jefferson, in the Counties of Sussex and Morris and State of New Jersey:

Beginning at a point in the Northwesterly line of the road to Sparta where the same bounds a certain parcel or tract of land now or formerly belonging to one Keeper, running thence

.(1) along said road South thirty-three degrees and fifty-six minutes west, four hundred and forty-three feet; thence (2) North twenty-nine degrees West eight hundred and seventy-eight feet to a point in the line of lands now or formerly belonging to W. K. Decamp; thence (3) along said line of said lands of said W. K. Decamp North, forty-two degrees and seventeen minutes East, one hundred and five feet; thence (4) North twentysix degrees and thirty-five minutes West, seven hundred and two feet; thence (5) North fifty-two degrees and forty-eight minutes West, three hundred and thirty feet to a corner in the lands now or formerly belonging to one H. K. House; thence (6) North twenty-eight degrees and fifty-two minutes East sixty-seven hundred and seventy-seven feet to a point in the line of lands now or formerly belonging to one Linlot; thence (7) along said line of said lands of said Linlot South twentythree degrees and eleven minutes East, sixty-six feet; thence (8) North twenty-six degrees and twenty minutes East, nine hundred and fifty-eight feet; thence (9) South thirty-nine degrees and thirty-three minutes East, eighty-two hundred and seventyone feet; thence (10) South forty-one degrees and nine minutes West eighty-five hundred and two feet; thence (11) North twentynine degrees West, twenty-three hundred and sixty feet to a corner in the lands now or formerly belonging to one Keeper; thence (12) North fifty-three degrees and thirty-nine minutes East, twenty hundred and twenty-six feet; thence (13) North twenty-eight degrees and eight minutes West, twenty hundred and twenty-six feet to a point in the line of lands now or formerly belonging to one Hayes; thence (14) along said line of said lands of said Hayes, North fifty-two degrees and fifty minutes East, eleven hundred and twelve feet; thence (15)

North fourteen degrees and fifty-one minutes West, eleven hundred and twenty feet, to a corner in the lands now or formerly belonging to one Sheldon; thence (16) North seventy-six degrees and thirty-seven minutes East, thirteen hundred and seventy one feet; thence (17) North twenty degrees and five minutes West, twenty three hundred and fifty-eight feet; thence (18) North eighty degrees and four minutes West, twelve hundred and seventy-two feet; thence (19) South fourteen degrees and fiftyone minutes East, eight hundred and one feet to a corner in the lands now or formerly belonging to one Hayes; thence (20) South forty-five degrees and sixteen minutes West; thirtyseven hundred and eight feet; thence (21) South thirty-one degrees and six minutes East, sixteen hundred and seventy-three feet to the place of Beginning. Containing nine hundred and eighty-two acres and nine tenths of an acre of land more or Being that parcel or tract of land known as the "Hopewell Tract" and designated on the map hereto annexed as "Tract No. 1."

Second Tract: Being a certain tract or parcel of land situate, lying and being in the Townships of Sparta and Hardiston, in the County of Sussex and State of New Jersey:

Beginning at a point in the sixth course of the first tract described herein and distant thirty-nine hundred and forty-neven feet from the beginning point, the said sixth course, running thence (1) along said sixth course of said first tract North twenty-eight degrees and fifty-two minutes East, twenty-eight hundred and thirty feet to a point in the line of lands now or formerly belonging to one Linlot; thence (2) North twenty-three degrees and eleven minutes West, twenty four hundred and twenty feet; thence (3) North eighty degrees and seven minutes East, twenty-one hundred and forty feet to a

corner in the lands now or formerly belonging to one James Sharp; thence (4) North fifty-three degrees and two minutes West, seven hundred and eighty-one feet; thence (5) North nineteen degrees and forty-one minutes East, seventeen hundred and sixty-eight feet; thence (6) North thirty-eight degrees and fifty-nine minutes East eleven hundred and seventy nine feet; thence (7) South eighty five degrees and fifty-two minutes West, fifty-six hundred and twelve feet to a point in the line of lands now or formerly belonging to one Buckley; thence (8) South five minutes East, eleven hundred and eighteen feet to a corner in the lands now or formerly belonging to one Sauter man; thence (9) South three degrees and twenty-nine minutes East, six hundred and forty-six feet to a corner in the lands now or formerly belonging to one Scott; thence (10) South twelve degrees and eight minutes West, twenty-two hundred and twenty-one feet; thence (11) North sixty-eight degrees and fifty-one minutes West, nine hundred and twenty-five feet; thence (12) North twenty-three degrees and five minutes East, eight hundred and thirty-five feet; thence (13) North seventyone degrees and twenty-one minutes West, eight hundred and fifteen feet to a point a short distance from the Westerly side of the road to Ogdensburg; thence (14) South twenty-five degrees and twenty-two minutes West, forty-eight hundred and twenty-two feet; thence (15) South seven degrees and six minutes West, twenty-nine hundred and eighty-six feet to a corner of lands now or formerly belonging to one Munsen; thence (16) South fifty-cight degrees and seven minutes East, nine hundred and twelve feet; thence (17) South fifteen degrees and nine minutes West, four hundred and seventy-eight feet; thence (18) South twenty-six degrees and thirty minutes West, seventeen hundred and sixty four feet; thence (19) North fifty-six de-

grees and fifty-two minutes West, ten hundred and sixty-four fact: thence (20) South twenty-eight degrees and one minute West, six hundred and seventy feet; thence (21) South sixty degrees and fifty-three minutes East seventeen hundred and eighty-three feet; thence (22) North twenty-five degrees and fifty-seven minutes East and crossing the tracks of the Central Railroad of New Jersey, forty-three hundred and thirty-eight feet; thence (23) South fifty-two degrees and forty-eight minutes East, six hundred and thirty three feet to a corner in lands now or formerly belonging to one Hayes; thence (24) North fifteen degrees and seven minutes East, two hundred and thirtytwo feet; thence (25) South eighty-eight degrees and fiftyseven minutes East, six hundred and sixty-one feet to a corner of lands now or formerly belonging to one Headley; thence (26) along said Headley's land, North forty degrees and thirteen minutes East, eight hundred and eleven feet; thence (27) North forty-six degrees and fifty-nine minutes East, twenty-three hundred and sixty feet; thence (28) South sixty-five degrees and forty-nine minutes East, nine hundred and seventy-three feet to the place of Beginning. Containing thirteen hundred and seventy-six Acres and eighty-five one hundredths of an acre more or less, excepting therefrom, however, a tract of fiftyone acres and thirty-one hundredths of an acre more or less, included therein, now or formerly belonging to one Decker, and designated on the map hereto annexed as "Exception No. 1." and a tract of eighteen acres and seventy-five hundredths of an acre more or less, included therein, now or formerly belonging to one Decamp, and designated on the map hereto annexed as "Exception No. 2" and a tract of five acres more or less included therein now or formerly belonging to one Kinney, and

designated on map hereto annexed as "Exception No. 3", and also a tract of thirty-five acres and eighty one-hundredths of an acre more or less, now or formerly belonging to one Millage and designated on map hereto annexed as "Exception No. 4", the said premises hereby conveyed, after deducting the said exceptions therefrom, containing in all twelve hundred andsixty-five acres and ninety-nine one-hundredths of an acre more or less. Being that parcel or tract of land designated on the map hereto annexed as "Tract No. 2."

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise apportaining, and all reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever, either in law or in equity, of the party of the first part as such receiver aforesaid, or of the said New Jersey and Pennsylvania Concentrating Works, of, in and to the above-described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs and assigns, to his and their only proper use and benefit forever.

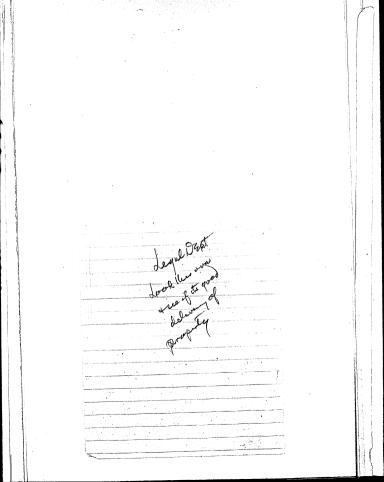
IN WITNESS WHEREOF, the party of the first part, as such receiver aforesaid, has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered,) in the presence of,

Edward Clayton

Candolpub erki Despring and leuring leuring

State of New Jersey. County of Hudson BE IT RESERBERED, That on this thousty sixtle day of despuet in the year of Our Lord One Thousand Nine Hundred and Eleven, before me, the subscriber, actioney at Law of heir Juney personally appeared Randolph Perkins, who, I am satisfied, is the grantor mentioned in and who executed the foregoing instrument, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed. Edward Clayton stly, at law y new Jenery.



Nov. 8, 1911

Mr. Dyer:

Replying to the annexed memorandum of Mr. Edison.

I have gone over the deed and the same appears to me to be in correct form, and the map agrees with the description of the property in the deed.

Extor Atoldur

DH/MJL

Margar

PRESIDENT'S OFFICE Memorandum

2087

Nov. 11, 1911.

Mr. Holden:

Referring to your memorandum of the 8th inst. I do not think you have answered Mr. Edison's question. He wants to know if the deed in question will give him a good title to the property. Please reconsider the matter in order that I may advise him.

FLD/IWW

I. Day

Nov. 14, 1911

Mr. Dyer:

Replying to memorand wn No. 2087. I cannot say whether the deed in question will give a good title to the property, without having a title search made covering the past sixty years. Also copies of the decrees in the receivership proceedings of the New Jersey and Pennsylvania Concentrating Works. If you wish such title search made, kindly advise, and let me know if you have any preference as to who should make the search, as it would have to be made outside of this offlice.

Bylos Mothdum.

DH/MJL

Moulen

PRESIDENT'S OFFICE Memorandum

2091

November 27, 1911.

Mr. Holden:

Referring to your memorandum of the 14th inst. with attached papers, I suggest that you see Messre. Modarter & English, who will probably be able to give you the proper assurances on the strength of which I can advise Mr. Edison so that there will be no need of having a title search made. No doubt they looked into all these questions before propering the deed.

FID/IWW

. L. Diffe

Enc-

Mr. Dýer: Replying to the annexed men referred this matter to Mr. Dyke and he states that the assurance of Mc Carter & English that by reason of the deed in question Mr. Edison is wested with the same title to this land as was formerly in the New Jersey & Pennsylvania Concentrating Works; that as to the tatle of said Company, no search was made by them, and they cannot pass an opinion upon said title until the same shall have been investigated. Delos Stolder Multer Town our or of the service of DH/MJL

December 13, 1911

Mr. Dyer:

Replying to Mr. Edison's memorandum, I hand you herewith a letter from Mr. English which I think will give

ir. Edison the assurance he desires.

DH/MJL

Delos Hoden

MCGARTER & ENGLISH
COUNSELLORS AT LAW
PRUSENIA, SUISHO 755 BROAD 51.
ROBER HAIGANER CONOVER HELIST
HERBERT HERKE, PRESEN ATTEMEY
WILLIAM E, BROWNER,
TELEHORK NOISON HARKET

Newark, N. J. Dec. 11, 1911.

Delos Holden Esq., Edison Laboratory, Orange, N. J.

Dear Sir:-

You can assure Mr. Edison that his title to the property formerly owned by the N. J. & P. C. Works and which was recently conveyed to him by deed of the Receiver, is the same title as that formerly vested in the Company. Under the order of the court the Receiver sold this property to Mr. Edison. The Receiver could only convey such title as the Company itself had, inasmuch as Receiver he stood in the shoes of the Company. All of the legal formalities in conmection with the transfer were complied with to my personal knowledge and the title which Mr. Edison now holds is the self-same title which the N. J. & P. C. Works formerly held, and is subject to whatever encompansances there were against that title.

Yours very truly,

Conon

Dypor treems impossible to make upelf understood What I want to know is This I received some prespectly from a receiver, and goid him for it, 18 M Did he house a night to sell me this property, + foo, did he give proper papers, or bill of salay or whatnot properly Confirmed by the court who appointed him It has wathing to do with the deads, titles to af the property March 6, 1912

Replying to the annexed correspondence.

Replying to the annexed correspondence. I called on Mr. English yesterday, and he gave me his assurance that everything had been done in a legal and proper manner. The Receiver was properly appointed by the Court, and Mr. Edison's offer for the property was submitted to the court and was approved and an order entered authorizing the Receiver to accept Mr. Edison's offer, and transfer the property. The transfer having been made, Mr. Edison how holds such title as was formerly held by the New Jersey and Pennsylvania.

DH-MJL

Al heli 2 mm



THIS INDENTURE made the first day of November,
1911, between THOMAS A. EDISON, of Llewellyn Fark, West
Crange, in the County of Essex and State of New Jersey, of
the first part, and EDISON PORTLAND CEMENT COMPANY, a corporation of New Jersey, having its principal office at Test
Crange, Essex County, in said State, of the second part,
WIITNESSETH THAT

The party of the first part has hereby let and rented to the party of the second part and the party of the second part has hereby hired and taken from the party of the first part the lime stone quarry of the party of the first part known as the Oxford Quarry, situated near Oxford, in the County of Warren and State of New Jersey, together with all the machinery in the same belonging to the said party of the first part except the giant roll crusher hereinafter referred to, but including all boilers, hoists, engines, skips, derricks, drills, and fixtures appertaining to the same and used in its operation, and also all buildings and store houses and crushing roll plant used in connection with said quarry and belonging to the said party of the first part, with full liberty and power to work, quarry, carry away and dispose of all limestone and other rock to be found on said premises, and for such purpose to operate and maintain said machinery, buildings, etc. and to build such roads in and over such lands as may be necessary or convenient.

TO HAVE AND HOLD said demised quarry, machinery, buildings and premises aforesaid unto the party of the second part, its successors and assigns, for and during the term of three years from the day of the date

hereof, yielding and paying therefor rent as hereinafter provided, but subject nevertheless to the right and license of the Pohntoong Railroad Company to maintain its tracks upon the land of the lessor as now laid, and to operate the same for railroad purposes in connection with said quarry.

In consideration of the premises the party of the second part has covenanted and agreed and doth by these presents covenant and agree for itself and its successors and assigns, with the party of the first part, his heirs and legal representatives, that the said party of the second part at all times during the continuance of the said term of this lease, shall and will keep the aforesaid machinery, buildings, etc. insured against loss by fire, with some responsible company in the sum of seventy six hundred dollars at the least, in the name of the lessor, his heirs or legal representatives, and in the case of the destruction or damage of said property by fire the moneys received in respect of said insurance shall be laid out in rebuilding or reinstating the same, and said party of the second part will maintain, manage, use and operate and keep in good and working order, condition and repair at its own expense, the said quarry and the equipment thereof, and shall and will deliver up the said quarry and all its said buildings, machinery, fixtures, and appurtenances at the expiration of said term in good order and repair.

The party of the second part agrees that on the first day of November of each year it will pay in advance as annual rental for the premises, fixtures, and equipment hereby demised, the sum of three thousand, three hundred and thirty nine dollars and fifty five cents (\$3339.55), or a sum equivalent to six per cent per annum of the total amount invested by the party of the first part, and

that it will also pay all taxes and assessments that may at any time hereafter during the term of this lease be imposed upon the party of the first part under the authority of the United States, State, County, City, or Township laws, upon the whole or any part of said quarry, its buildings and appurtenances on any property hereby demised, and also the cost of the insurance thereon and the repairs and maintenance thereof as hereinbefore specified.

That upon the erection of the Edison giant roll orusher upon said premises hereby demised as contemplated by the parties hereto, the same shall be leased by the party of the first part to the party of the second part upon conditions similar to those of the present lease, upon payment of a suitable annual rental therefor to be agreed upon by the parties hereto and which shall be equal to six per cent (6%) of the cost to said party of the first part of said Edison giant roll crusher, including the cost of crection thereof upon the said premises.

The party of the first part hereby grants to the party of the second part the right and option to purchase the entire property covered by this lease at any time during the term thereof upon payment to the party of the first part of the amount of his investment in the same, together with interest thereon at the rate of six per cent (6%) up to the time of the exercise of said option, from which amount shall be deducted all sums paid as rental hereunder.

That the party of the second part will assume and pay all damages, demands, and liabilities which may arise or be incurred by reason of any injury or damage to persons or personal or other property, and all other damages whatsoever resulting from or growing out of the maintenance, repair and operation of said quarry by the party of the second part, and the party of the second part agrees to indemnify and save harmless the said party of the first part against all expenses, loss, damage and costs by reason of any of the matters and things aforesaid.

This lease is upon the condition that the failure of the party of the second part for a period of three months to perform the covenants of this lease as to payment of rent by it stipulated to be paid, shall terminate said lease if the party of the first part shall so elect.

IN WITNESS WHEREOF the said parties of the first and second parts have caused these presents to be executed in duplicate as of the day and year first above weltten.

Witness to signature of Thomas A. Edison Harry J. Willery

EDISON PORTLAND CEMENT COMPANY

Thos Or Colu

Womselony

Secretary.

CORRESPONDENCE Martin E. Thomas and Thomas A. Edison
June 1911 - December 1912
ates to claim in talking picture
inventions.

newyork. no Van to tal accompany caroli act this mon working is it has no for this 120 omforier by the - elsemetanewwill no longe onch acc ificher natural to the for forthed will be morely the of 's and see what it he of seculitie elictrical develops great dus in the world great ent

MEADOW ORDET IN I capiel very co hear from you your Tinley martin STh M. Edison: the want to be caufa with this man. He claims to be obtaining U. S. patents.

Measowords.

Martin E. Thomas

AGREGATION AND THORSE A. Edition
Thomse A. Edition
The Wallow and Will. Mason
Muly Milloll
Provides for reynalty to above
parties under giant orunning rolls.

occurred in connection with the introduction afthe ralls It is hereby agreed and werdenicood between Thosa Edward a It shall be the duty of WS Wallong & LO & Cleanon Had so Mer Wallong to look cifter the Long as they are connected with Commun knd + the hely ex me in accountry and attend to the We www to attend to business of patting out the fount the Engeneering End to plan Ralls for any back, who ducing or see that they pre Executed in cases colore a Roll of rolls Edward Trant roll, which rolls and are to 62 who do ach Icensed upon a rayatty Goois -The royallum above otaledame That they are each to execuse to bette pale conspensation 1/8 afthe roughly second by (Edward outside of Rolls used for In Case Enther Mallory or Crushing portland Connect The Major cease to 62 connected respectly of 1/4 to Early is to with Comm we a Commencer way

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the Roll & colour, then their royally

is to be reduced from 1/8 of to /16, but in case Edwardoued die theer. ours to continue to perform their declies as respect who do + cellending to the Ralls already reluaduced challienews their full diededucted

LIGT OF EDISON CHUSHING BOLL COMPANY LICENSEES.

PIRM	DATE OF CONTRACT	OF PLANT
Bensen Mines, Original C.	ontract. 4/23/07	Benson Mines, M.Y.
Sibley Quarry Co. later Church Quarry Co.,	7/15/07	Sibley, Mich.
United States Crushed Ston	e Co., 7/24/08	Mc Cook, Ill.
Little Falls, Stone Company	2/27/09	Little Falls, E.Y.
Tomkins Cove Stone Co.,	5/ 8/09	Tomkins Cove, M.Y.
Mational Limestone Co.,	7/26/09	Martinsburg, W.Va.
Kelley Island Lime & Trans	port Co., 8/16/09	White Rock, Ohio Akron, " Marblehead. "

after paying advances made by the Educan and current experience - 10% of net to go to the arch - and 121/2% of talance to go asch to W. E. Theseon and W. E. Theseony - payment to the made



BASILE AUTOMOBILE CO.

"THE PERFECT AUTO"

TREMONT STREET, ROOM 39.

TELEPHONE 2112 FORT HILL.

BOSTON, MASS., Det. 16/11

In Thomas a Edison Oranje S. J. Dear Sir: -I have been working for some time on "Gerpetual Motion, with success. The your believe on Perpenhal motion, and you are willing to advence, my expense for the trip of trush only you to see the drawings In May 29 1. I had a talk with your Chief Engineer Im Bliss, about one idea what I have in making the moving picture balking, but I don't it plend nothing to him -Of I caniconfire with your I will be glad to explene to your both Beyeeffully yours
Catinish Basile 337 Hanover Street

DEVINE, GIBB & YORK COUNSELLORS AT LAW

BUITE SO1-SO4 BEACON BUILDING

MEADON CROFT.

Mer oh 7, 1913. Mr. Thomas A. Edison.

C/o Edison Laboratones

Orange, N. J.

Dear Sir: In re Carmin& Basile vs. Thomas A. Edison

Mr. Carmin& Basile, of this city, has placed with this office the matter concerning his interest in the invention of the talking machine with motion pictures, which has recently been put on the market by you.

Mr. Basile informs us that in 1911, in compliance with your letter to him, dated May 18, 1911, he went from Boston to your laboratories at Orange, N. J. and spent considerable time with your chief engineer, Mr. B. M. Bliss, and others, in explaining his invention, which, he informs us, is practically the same as that used by you in connection with your talking machines with motion pictures.

Before giving the information to your engineers at the laboratory.

Er. Basile states that he was advised that if he explained his invention, and it proved practical, it would be very valuable, and if used by you, he would be paid liberally for same. He further states that he has received no response to his letters written to you since his visit to your laboratories.

We should be pleased to take this matter up with you, or your representative, at your earliest convenience.

Awaiting your reply, we

remain,

Very truly yours,

very truly yours,

Newark. H. J.

March 17, 1913.

Mr. Wm. H. Meadowcraft, o/o Edison Laboratory, Orange, N. J.

Dear Mr. Meadowcraft:

I have your favor of the 15th inst. and enclose a letter which covers the circumstances as far as I can recall.

but an attempt at shold-up, it is contain that if he had anything of any value whatever, it would have been taken up further. Martin E. Thomas of Virginia is the only one that submitted anything definite on this subjoct and of which you have rull information.

Very truly yours,

DM Bliss

DMB/RM

P. S. I enclose herewith, an application from a man who seems to have considerable experience in steam engineering and power house work. It is possible that he might be useful to you.

Newark, N. J., Mer. 17, 1913.

Mr. Thos. A. Edison, Orange, H. J.

Dear Sir:

Referring to copy of letter from bevine, Gibb word, of March 7th and forwarded to me by Mr. Essdowcraft regarding the alleged olsin of Er. Caraine Basile, of a talking picture system, the circumstances as near as I can receal are as follows:

I received a call from a young Italian from Boston in the apring of 1911 and presumably this was Er. Basile. The time may have been kmy 19th as he states. He had two involctions to talk about. One was an automatic float for the form was called description of the device, but I believe he stated that when he was ready, he would like to have some one see it. I told him that if he had deviced anything of real value that was patentable, you night be interested in seeing what he had. So far earlief of the information given by him at the interview to warrant taking it up with you.

from him, nor any further information. If he has written further, the letters will undoubtedly be on file, if there had been any information given me at the time, or any drawings, they would have been promptly submitted to you.

If there is anything further that I can do in the matter, please advise me.

Very truly yours,

DM Bliss

. DMB/RM

NOBLE, ESTABROOK & M®HARG

IIS BROADWAY

ENRY D. ESTADROOK RHSBY MI HARG RLANDO P. NETCALF "PERJAG" NEW YORK

NEW YORK March 24, 1913.

Thomas A. Edison, Esq., o/o Edison Laboratory, Orange, New Jersey.

Dear Sir:-

Referring to the letter of Mesers. Devine, Gibb & York of 6 Beacon Street, Boston, of March 7th, and your reply to them of March 15th, we beg to call your attention to the fact that Mesers. Devine, Gibb & York have not heard further from you as indicated in your letter of March 15th. Meanwhile, we have been consulted by Mr. Devine of that firm and requested to take up the matter covered by their correspondence with you. Will you, therefore, let us hear from you in response to the letter of March 7th above referred to, as indicated in your letter of March 15th?

Patithully youre,

NOBLE, ESTABROOK & MCHARG,

By Sheund No ace

HN/AMOD

wrote to mr. Bass wice find his raply locamination of the latter files made, and do not find any Etter or letters from Carmina Basile WH Meadownoff march 25/13 I have un unpression over to Boston to see some alleged talling pictures that were being exhibited

March 27th, 1913.

Messrs. Noble, Estabrook & Mc Harg.

115 Broadway.

How York City.

Gentlemen: -

your favor of the 24th instant referring to the remained the measure. Devine, 6thb & York-of much to the letter of

have learned from M. Blos-that he received a call from a young Italian in the Spring-of 1911, (roughly lin. Reside) young Italian in the Spring-of 1911, (roughly lin. Reside) who had two alread inventions to talk about. One commended an automotic float for fishing reer, and the other man in ed an automotic float for fishing reer, and the other man in regard or calling pictures. One concerned an automatic 110st let regard to talking interress. Mr. files etates that was regard to talking pictures, we any detailed description of his Tealian visitor did not give any detailed description of his Tealian visitor and the line property of the let interress, but simply stated that diese in regard to talking pictures, but simply stated that when he (the Italian) was ready he would like some one to use when he (the Italian) was ready he would like some one to use when he is the talk that it is he had devised anything of real value that was jurished, we might be interest thing of real value that was jurished, we might be interest thing of real value that was jurished any single device for the contract of the letter of whing of rusa various that had Mr. Blass states that at this electric what he had. Mr. Blass states that at this interview no details of the Italian's allegad device for producing talking plotures were given, nor, indeed, sufficient info mation to warrent taking up the matter with me.

Mr. Bacile has written us a number of letters which have not been answered, let me say that I have had a sacrol made through all our letter files and fine only one letter from him, dated Ogtober 16th, 1911, addressed to Mo.

Messrs. Noble, Estabrook & McHarg, Page -2-March 27th, 1913.

For your information I give you below a copy of this letter:

"Boston, Mass. Oct. 16/11.

Mr. Thomas A. Edison, Orange, N. H.

Dear Sir:-

I have been working for some time on "Perpetual Motion" with success.

If you believe on "Perpetual Motion" and you are willing to advance my expenses for the trip I trust only you to see the drawings.

On May 29/11 I had a talk with your Chief Engineer Mr. Blies, about one idea what I have in making the moving picture talking, but I didn't explained nothing to him.

If I can confer with you I will be alad to explain to you both.

Respectfully yours.

Carmine Basile.

337 Hanover Street."

For the last thirty five years or more, every mail brings lattern from inventors who desire to substit their ideas to me, accept from inventors who desire to substit their ideas to me, accept the property of the property o

I have taken the trouble to enter into a full explanation of the matter so far as I am concerned, so that you may see how utterly groundless the claim is that your client has presented.

Yours very truly,

Legal Series Richard W. Kellow File 1912

Contract with Mendel Samuel & Sons (1912) [env. 110]
Final Decree — Estate of John Kruesi (1912) [env. 118]
Lease — William L. Edison (1912) [env. 120]
Contract with Merck & Co. (1912) [env. 124]
Agreement with Solvay Process Co. (1912, 1914) [env. 128]
Agreements with Henry Ford (1912, 1925) [env. 132]
Royalty Payments to Coats Family (1912) [env. 134]
Correspondence — Dunderland Irno Toe Co.(1912, 1914) [env. 140]
Option to Purchase to Federal Storage Battery Car Co. (1912) [env. 201]

CONTRACT
Thomse Ar Relson
and
Mendel, Semmel & Son
January 2,1912
telates to purchase of scrap from Thom
Edison Laboratory

Callo Melross "Edison New York"

Trom,theLaboratory Thomas A. Edison, Orange, N.J. J .. 2,1912

COBTRACT

Thomas A. Edison (Laboratory) hereby agrees to sell and Mendel Samuel & Sons of 157 Commerce Street, Newark, H.J., agrees to buy all the accumulation of sorap metal as classified below that his Laboratory may offer for sale during the period ending June 29,1912.

Bross turnings Brass clippings Scrap brass

Skeleton Brass

tio. 1 Copper

Ho. 2 Copper

Ho. 3 Copper

at 68% of the price of Lake Copper on determined by the Engineering.

In internal course of the week the internal course of the week the internal course of the price of Lake Copper as determined by the Engineering the Hining Journal of ionse the week the Atlanta Journal of ionse the week the material is delivered.

At a determined by the Engineering to the course of the material is delivered.

At 166-1/4% of the price of Lake Copper as determined by the Engineering the Hining Journal of ionse the week the material is delivered.

At 161-1/4% of the price of Lake Copper as determined by the Engineering that the course of the material is delivered.

Copper as determined by the Engineering the Copper as determined to the material was a supplied to the price of Lake Copper as determined by the Engineering the Mining Journal of ionse the week the material is delivered.

All scrap steel. iron, tin

At 2 6.56 per gross ton.

Thomas A. Edison, Laboratory, Contract, Page - 2 -

Net cash for all deliveries during any one month the fifth day of the succeeding month. Failure to comply with this condition may at the option of Thomas A. Edison terminate this contract.

Delivery: The materials to be weighed, handled and carted from the Thomas A. Edison, Laboratory, by and at the ex ense of Mendel Samuel & Sons, but according to the weights and classifications determined by the Thomas A. Edison, Laboratory. The failure of Mendel Samuel & Sons to cart away From the Thomas A. Edison Baboratory during any two weeks the accumulation of scrap moterial set saide by us for your truck say at the option of Thomas A. Edison terminate this contract.

The Thomas A. Edison(Laboratory) shall have the option thirty days before the expiration of this contract to renew it for another six months ending December 31,1912. ACCEPTED ACCEPTED

MENDEL SAMUEL & SONS

THOMAS A. EDISON. LABORATORY.

By H y Miller, Secretary

Mindel Samuel House

FINAL - DEGREE
Thomas A Edison and John Insuli
Trustees for John Krussi
January 9, 1912
Re; Lettlement of account or above parties
in Estate of John Brussi

Fol. 1

At a Surrogate's Court, held in and for the County of she and for the county of Behenectady, at the Surrogate' Office in the City of Schen-ectady, on the 9 day of January, 1912

DRESERT:

HON. ALEXANDER H. VEDDER.

Surrogate.

IN THE MATTER

The Judicial Settlement of the Accounts of THOMAS A. EDISON and SAHUSE IFSULL. as surviving Executors and Trustees of and under the Last Will and Testament of JOHN KRUESI,

PIRAL DECREE.

Documend.

THOMAS A. EDISOF and SAMUEL INSULA, as surviving Executors and Trustees of and under the Last Will and Tontament of John Kruesi, deceased, having hersfolore, on the 27th day of December, 1911, duly presented their petition in writing, praying for a final settlement of their accounts as said surviving Executors and Trustees of and under said Last Will and Testament of said John Kruesi, late of the County of Schenectady, deceased, and a citation having been thereupon duly issued to all persons interested in the estate of said deceased, requiring that he appear in this Court on the 9th day of Jameary, 1912, at 10 o'clock in the forencon of that day, and attend the judicial settlement of the account of the said Thomas A. Edison and Samuel Insull as said surviving Executors and Trustees, and the said citation having been returned with proof of due service thereof personally upon John Kruesi, an infant over the age of foutcen (14)

SURROGATE'S COURT. County of Schenectady

IN THE MATTER

The Judicial Settlement of the Accounts of THOMAS A. EDISON and SAMUEL INSULL as surviving Executors and Trustees of and under the Last Will and Testament of JOHN KRUESI,

Deceased

(copy)

FINAL DECREE

EATON, LEWIS & ROWE, Attorneys for ____Petitioners_ 30 OKUROH STREET (CONTLANDT BUILDING.)

NEW YORK

FILE ENVELOPE No. . 118 CONTENTS No.......

THOMAS A. EDISON (Personal)

years and waivers of the issuance and service of the citation having been duly executed and acknowledge by August H. Krueni Claire L. Kruesi, Franklin R. Kruesi, Paul J. Kruesi, Walter E. Krussi, Olga A. Krussi and Emily K. Brown, and allof said waivers having been heretofore duly filed and the rote day of said climbion having been duly anjourned to the day of January; 1975; and the said Thomas A. Edison and Samuel Insull as said surviving Executors and Trustees, having appeared by their attorneys, Mesers, Eaton, Lewis & Rowe, and filed their accounts as said surviving Executors and Trustees, together with the vouchers in support thereof: and there having also appeared on said return day August H. Kruesi, as general guardian of John Kruesi, aforesaid, and none of the other persons named in said citation appearing in person or by attorney, and no objections to the said accounts having been filed and the time to file any objections thereto having expired:

All the said matter having been duly adjourned to this day, the said flurrogate, after having examined the said accounts and vouchers, now here finds the state and condition of the said accounts to be as stated and set forth in the following mucesary thereof, made by the flurrogate as judicially settled and adjusted by him, to be recorded with and taken to be a part of the decree in this matter, to-wit:

A SURMARY STATEMENT of the accounts of Thomas A.
Edison and Samuel Insull as surviving Executors and Truntees
of and under the Last will and Testament of John Krussi,
deceased,

Said Executors and Trustees are charged as follows:

With amount of Schadule A, being all proporty other than money, recolved from Hosanna, Batchelor, as Executrix of the Lant Will and Tostsment of Charles Batchelor, deceased coexecutor and co-trustee,

\$57,612,25 \$57,612,25

857.612.85 Brought forward, With amount of Schedule B, being all moneys received by or through Rosanna Estabolor as Executrix of the Last Will and Tosta-ment of Charles Batoholor, deceased co-798.58 executor and co-trustee, With amount of Schedule E, being income re-1.711.44 860,122,27

Said Executors and Trustees are credited as follows:

With amount of Schedule G, being loss on securities sold and distributed. 8 6,863,41

Total.

ceived.

With amount of Schedule I, being income paid 1.645.00 out.

With amount of Schedule J, being moneys paid for necessary expenses of administration, 475.02

With amount of Schedule K, being amount of secu-rities distributed in kind to beneficiaries, 11,050,00

With amount of Schedule K-1, being moneys distributed to beneficiaries, 1,697,50 \$21,730,93 Total.

LEAVING in their hands as said surviving 38,391,34 Executors and Trustees a balance in cash of

AND it appearing that said Thomas A. Edison and said Samuel Insull as said surviving Executors and Trustees of said Last Will and Testament of Charles Batcholor, deconsed, having fully accounted for all the moneys and property of the estate of John Kruesi, deceased, which came into their hands as said surviving Executors and Trustees of said Last Will and Testament of John Krussi, deceased;

AND it further appearing that by an instrument in writing, dated March 29th, 1911, and duly executed by August H. Kruesi, Emily K. Brown, Walter R. Kruesi, Franklin E. Kruesi, Olga A. Kruesi, Claire L. Kruesi and August H. Kruesi as general guardian of John Krussi, being all the beneficiaries under said Last Will and Testament of John Krubsk, deceased, said beneficiaries have requested that certain payments be made to various persons, including a payment of Thirteen

-3-

hundred dollars (\$1300.) to August H. Kruesi, as guardian of the person and estate of John Kruesi for his support, education and maintenance until he arrives at the age of twenty one (21) years, as will more particularly appear, reforence being had to a copy of said instrument in writing, set forth in Exhibit I of Schedule M of the account of said Thomas A. Raisen and Scauel Insull as said surviving Executors and Trustees!

AND it further appearing that the said August II.

Kruesi, as said guardian of the person and estate of the said
John Kruesi, has duly executed and filed in this Court a
request and consent that the aforasaid sun of Thirteen
hundred dollars (\$1300.) for the support, oducation and maintenance of the said John Kruesi until he arrives at the age
of twenty ene (21) years be reduced to goven hundred and ten
dollars (\$70,00)

AND it further appearing by Schedule M of the accounts of the said Thomas A. Mison and Samuel Insull as said surviving Executors and Trustees that the distributive shares of the beneficiaries under the said Last will and Testasent of John Krussi, deceased, are to be charged or oradited, as the case may be, on account of furniture and household effects heretofore distributed by and between said beneficiaries, as will more particularly appear, reference being had to said Schedule M of said accounts;

AND the accounts of the said Thomas A. Edison and Samuel Insull as said surviving Executors and Trustess, having been adjusted by the said Surrogats and a summary statement of the same having been made as above and herewith resorded, it is hereby

ORDERED, ADJUDIED AND DEGREED that the said accounts of the said Thomas A. Edison and Secuel Insull as said surviv-

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ing Executors and Trustees be, and the same are hereby, judicially settled and allowed as filed; and it is

FURTHER ORDERED, ADVIDUED AND DEGREED that out of the balance so found as above, the said Thomas A. Edison and Seasel Insull, an said surviving Executors and Trustose pay to Edwin C. Angle, Twenty five dollars (\$25.) as his allowance for sorvices as Special Guardian of John Kruesl in this accounting; and it is

MURTHER ORDSHUD, ADDRESS AND DEGRESS that the said surviving Executors and Trustees pay to August E. Kruestias guardian of the person and estate of John Kruesi, the min of Seven hundred and ten dollars (\$710.) for the support, education and maintenance of the said John Kruesi until he arrives at the age of twenty-one years; and it is

PURTISH ORDSHED, ADJUDGED AND DECREED that the said
Thomas A. Mison and Samel Insull as said murtying Executors
and Trustees pay to Olga A. Kruesithe sum of One thousand
twenty three and 5/100 dollars (\$1025.03) pursuant to
paragraphs numbered SECOND and FIFTH of Exchibit I of
Schodule II of the accounts herein; and it is

MURTUER ORDERED, ADVIDED AND DECREED that the said Thomas A. Edison and Samuel Insull as said surviving Executors and Trustees pay to Claire L. Kruesi the sum of One thousand three hundred twenty seven and 29/100 dellars (\$1,327.39) pursuant to paragraphs numbered THIED and MINTH of Echibit I of Schedule M of the accounts herein; and it is

FURTHER ORDERED, ADMINGRA AND DEGREED that the said Thomas A. Edison and Samuel Insull as said surviving Executors

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and Trustees pay to August H. Kruesi as guardian of the person and estate of John Kruesi the sun of Right hundred seven and 75/200 dellars pursuant to paragraphs numbered POUNTH and MITTH of Redubit I of Rehedule M of the accounts herein; and it is

FURTURE ORDERED, ADJUDGED AND INCREMED that the said Thomas A. Edison and Samuel Insull as said surviving Executors and Trustees pay to walter E. Kruesi the sum of One hundred fifty five and 70/100 dollars (\$155.79) pursuant to paragraph numbered MIFH of Edibiti I of Schedule N of the accounts herein; and it is

FURTURE ORDERED, ADVIDURED AND DESCRIBED that the said Thomas A. Edison and Samuel Insull as said surviving Executors and Trustees pay to Franklin R. Kruesi the sum of One hundred fifty five and 79/100 dollars (\$155.79) pursuant to paragraph numbered NIFH of Exhibit I of Schedule H of the accounts herein; and

FURTHER ORDERED, ADJUDIED AND DECREED that the said Thomas A. Edison and Samuel Insull as said surviving Executors and Trustees pay to August H. Kruesi as general guardia; of John Kruesi (upon the said August H. Kruesi as convening and depositing with the Surregate the bond horeinafter provided for) the sum of Right hundred fifty dollars (8050.), the cash value of one 5% \$1000 bond of the Metropolitan Street Railway Company on the 24th day of November, 1011, the said general guardian of said John Kruesi having elected to take only one of said bonds in this and the proceeds of one of said bonds in Cashisma

IT APPEARING that after Thomas A. Edison and Samuel Insull as said executors and trustees have paid the

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amounts hereinabove directed to be paid, there remains in their hands a balance of Thirty three thousand three hundred thirty six and 69/100 dollars (\$33,536.69); it is

FORTHER ORDERED, ADJUDGED AND DEGREED that the said Thomas A. Edison and Sequel Insull as said surviving Executors and Trustees pay to August H. Krubei Four thousand four and 31/100 dollars (\$4,004,31) which is his distributive one eighth share of the residuary entate less the reduction therefrom of One hundred sixty two and 77/100 dollars (\$162.77) made pursuant to Schedule H of the accounts herein; and it is

MURTHER CHEMPED, ADJUDIED AND ESCREED that the said Thomas A. Edison and Semiel Insull as said surviving Executors and Trustees pay to Paul J. Krueni Four thousand forty two and Ol/100 dollare (\$4,042,01) which is his distributive one eighth share of the residuary estate less the reduction therefrom of One hundred twenty five and 7/100 dollars (\$125.07) made pursuant to Schedule M of the accounts herein; and it is

MURTHER ORDERUD, ADVIDUED AND DECREED that the said Thomas A. Religion and Seguel Insull as said surviving Executors and Trustees pay to Baily K. Brown Three thousand two hundred six and 32/100 dollars (83,206.32) which is here distributive one sighth share of the residuary estate less the reduction therefrom of Kine hundred sixty and 77/100 dollars (8960.77) made pursuant to Schadule M of the accounts herein; and it is

PURMOUS ORBERHD, ADVIDUED AND INMURRED that the said Thomas A. Edison and Samuel Insull as said surviving Executors and Trustees pay to Walter E. Kruesi Four thousand two hundred forty eight and 6/100 dollars (84,846,00) which

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is his distributive one eighth share of the residuary estate plus the addition thereto of Eighty and 98/100 dollars (\$80.98) made purmuent to Schedule N of the accounts herein; and it is

YURTHER ORDERED, ADJUDGED AND DECREED that the said Thomas A. Edison and Samuel Insull as said surviving Executors and Trustees pay to Franklin Z. Kruesi Four thousand four hundred ninety one and 46/100 dollars (\$4,491.46), which is his distributive one eighth share of the residuary estate plus the addition thereto of Three hundred twenty four and 38/100 dollars (\$324,33) made pursuant to Schedule M of the accounts herein; and it is

MURCHER ORDERED, ADMUDOED AND INCREAD that the said Thomas A. Edison and Samuel Insull as said surviving Executors and Truesses pay to Olga A. Kruesi Four thousand five hundred sixteen and 12/100 dollars (34.516.12) which is her distributive one eighth share of the residuary estate plus the addition thereto of Three hundred forty hine and 05/100 dollars (6549.03) made pursuant to Schedule M of the accounts horein; and it is

FURTHER ORDERED, ADMIDDED AND DEGREED that the said Thomas A. Edison and Sasuel Insull as said surviving Executors and Trustees pay to Clairs L. Excess your thousand five hundred twenty three and 67/100 dollars (\$4,523.07) which is her distributive one cighth share of the residuary estate plus the addition thereto at Three hundred firty five and 98/100 dollars (\$355,98) made pursuent to Schedule H of the accounts herein; and it is

FURTHER ORDERED, ADJUDGED AND DECREED that the said Thomas A. Edison and Samuel Insull as said surviving

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Executors and Trustees pay to August M. Kruesi as general guardian of John Kruesi (upon the anid August M. Kruesi executing and depositing with the Surrogate in his office a bond running to said infant, John Kruesi, as provided by Section 2746 of the Code of Civil Procedure) Four thousand three hundred five and 33/100 dollars (\$4305.33) which is John Kruesi's distributive the eighth share of the residuary estate plus the addition thereto of One hundred thirty eight and 25/100 dollars (\$136.23, made pursuant to Schedule M of the accounts herein and

IT YURTHER APPEARING by the supplemental affidavit of John C. Rowe, verified the 12th day of January, 1912 and filed herewith that the accrued interest on the bank balance of the estate in the Yarmors' Joan & Trust Company to the 12th day of January, 1912 is \$08.60 and that since the 11th day of December, 1911, the date of the closing of the accounts herein, the said executors and trustees have incurred cash outlays as more particularly set forth in said supplemental affidavit amounting to \$5.73 leaving a net cash balance of account of said accured interest amounting to \$92.67, it is

FURTHER ORDERED, ABJUDDED AND DEGREED that the said Thomas A. Edison and Semuel Insull as said surviving Executors and Trustees pay to each of the following named persons the further sums set opposite their respective names, to-wit: To August H. Kruesi, \$11.67; to August H. Kruesi as Guardiar of John Kruesi, \$11.60; to Olga A. Kruesi, \$11.60; to Claire L. Kruesi, \$11.60; to Emily K. Brown, \$11.60; to Fank E. Kruesi, \$11.60; to Fank J. Kruesi, \$11.60; to Fank E. Kruesi, \$11.60; to and it is

FURTHER ORDERED, ADJUDGED AND DECREED that upon

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8 complying in full with the terms of this decree the said
Thomas A. Maison and Somes! Insull as said surviving Executors
and Trustees of the Retate of John Kruesi, deceased, be,
and the same hereby are, discharged of and from all liability
on account of their acts and doings with respect to the
matters embraced in their said accounts.

ALEXANDER M. VEDDER
SURROGATE

A.B.C. CODE USED CABLEGRAMS EATWIS HEWYORK? YELEPHONE 7997 CORTLAND?

Law Offices 30 Church Reel (cortland building)

EATON, LEWIS & ROWE, S. B. EATON, RETIRED. EUGENE H, LEWIS, DECO. JOHN C, ROWE. CLE, COLLIGAN. L.W. BARMARD.

New York Feb. 9, 1912

Thomas A. Edison, Esq.,

Edison Labratory,

Orange, New Jersey.

Dear Mr. Edison:-

On the 9th day of January, 1912 the Surrogate signed a decree finally settling your and Mr. Insull's accounts as surviving executors and trustees of the Estate of John Kruesi, decessed.

I enclose herewith for your files a copy of the decree as signed. You will observe that it directs to whom moneys are to be paid and the amounts of such payments.

I also enclose herewith ten checks which, you will observe, have been signed by Hr. Insull and which require your signature above that of Hr. Insull's. Mr. Meadowcroft will doubtless check for you the amounts specified in the checks with the amounts awarded to the different heirs in the decree. The payment to Mr. Angle of \$25 is for his services as special guardian. It is provided for in the decree. The check to my firm for \$5.73 is also referred to in the decree. You will also observe that there is one check to the order of

T. A. R. #2

American Express Company, Agents. This represents the amount due Mies Olga Kruesi. It is to be transmitted through the American Express Company. That is why the check is in this form. Won't you please signed these checks at your convenience and return them to me?

Yours very truly,

Feb. 14th, 1912

John C. Rowe, Esq., 30 Church St., New York City.

Dear Mr. Rowe:-

Your favor of the 9th instant was duly received, together with copy of the Surrogate's decree finally sattling the accounts of Er. Insull and myself as surviving executors and trustees of the Estate of John Kruesi, decessed. I also received ton checks in settlement of the estate, and have signed these and now return them to you.

Yours very truly,

TAE/ES

IPASE
Vicomico Realty Co.

Wm. 1. Mison
Jenury 20,012
Lease of dwelling near City of Salisbury, Mison
Instal (300 per year

Alvage 1/4/12 my dear Frather we have rented the house which I had an option on before macky come down and well very same on the fifteenth of January. We have given up the shack and please instruct Harry to stop paying the rent tomattechead. would also like to have trangent the would also like to have trangent the check fre \$250 each month, making delution from each weekly check. This mukes our rest sure. The check is to be made hayable to - Samuel wood web + Co. wishing you a happy new year. 9 am. Lewterly william 12/30/11 House rento fer 300. fer year.

This lease, made this twentieth day of January, in the year mineteen hundred and treive, between the Wicomico Realty Company, a Corporation created by and existing under the laws of the State of Maryland, party of the first part, and William Leslie Edison, of Wicomico County, State of Maryland, party of the second part, witnesseth:

That the said party of the first part, in consideration of the payment of the rent hereiniter expressed to be paid, does hereby demise and lease unto the said party of the second part, subject to the restrictions and reservations hereiniafter set forth, that cortain dwelling house or residence situate on the North side of the Wicomico River, near the Western corporate limits of the City of Salisbury, in Salisbury Election District, Wicomico County, State of Haryland, recently occupied by William C. Hitchell as a dwelling, together with the outbuildings connected therewith and a small amount of land adjacent thereto for the purpose of a garden and pasture, not exceeding five acres.

To have and to hold the above demised property unto the said William Leslie Edison for a term of one year, beginning on the let. day of Fobruary, 1912, and ending on the Sist. day of January, 1913, the said William Leslie Edison yielding and paying therefor the sum of three hundred dollars, payable in twelve equal payments of twenty-five dollars each at the beginning of each and every month during the term of this lease, the first payment for same being due on February 1st., 1918.

Frovided that if the said rent shall be in errear at any time, then it shall be lawful for the said party of the first part, its successors or assigns, to make distress therefor.

And provided further that if the said rent shall be in arrear in whole or in part for a period of two months, then it shall be lawful for the said party of the first part, its successors and assigns, to re-enter upon the hereby desired property and hold the same until all arrearages of rent thereon and all expenses by reason thereof shall be fully paid, and hold the same as if this lease had never been made.

and the said party of the second part does hereby covenant that he will pay unto the said party of the first part, its successors and assigns, the sum of three hundred dollars, payable in twelve monthly payments of twentyfive dollars each, at the beginning of each and every month during the term of this lease, the first payment for same to be made on February let., 1912.

And the said party of the second part does hereby covenant and agree that at the expiration of this lease, or at its earlier termination as hereinafter provided, he will quietly surrender possession of the premises hereby leased in as good condition as when received, ordinary wear and tear to the improvements excepted.

.....

It is understood and agreed by and between the parties hereto that the party of the first part hereby reserves the right to show the property hereby demised to prospective purchasers during the term of the lease, and that if the said party of the first part shall make a bona fide sale of said property during the term of said lease and the purchasers shall desire possession of said property, the said party of the second part will vacate same upon sixty day's written notice that the said property has been sold, and the rent for said property shall cease and terminate whenever said property shall be vacated upon the written notice of the said party of the first part.

It is further understood and agreed by and between the parties hereto that the party of the first part hereby reserves the right to open streets through the land adjacent to the aforesaid dwelling house at such places as it may deem desirable for the purpose of developing its property, and that it also reserves the right to tear down and remove the barn situate near the aforesaid dwelling.

As witness the corporate seal of The Wicomico Realty Company, and the signature of Samuel P. Woodcock, Vice-president thereof, attested by William P. Woolston, Secretary thereof, and the hand and seal of William Leslie Edison in duplicate the day and year first above written.

Tests

Chas & Wails

Samuel Phyodoxo Vice-president of The Wicomico Realty Company.

Secretary.

CONTRACT
Merok & Company
to
Edison Storage Battery Co.
May 11, 1912
thium Carbonate for poriod of four
years.

OFFICES: 45 Park Place NEW YORK ST. LOUIS

RAHWAY, N. J.

E. MERCK'S

DARMSTADT LABORATORIES

Founded 1668

MERCK @ CO.

MANUFACTURING CHEMISTS

NEW YORK, g/ks/

The Edison Storage Battery Co.

May 11,1912

Orange

New Jersey

Gentlemen: -

In accordance with the kind directions of your Mr. Thomas A. Edison we have entered for you the following order:

QUANTITY AND ARTICLE: Your entire requirements of LITHIUM CARBONATE during four years menus of Limion Cancounts curring four yet from to-day's date, not less than twenty four (24) tons per year nor more than two hundred (200) tons per year.

Zachte: Same as hunchysis
PRICE: \$.55 per lb. barrels inclusive,

F.O.B. Orange, N.J.

Net thirty days or less 1% discount TERMS: for cash in ten days.

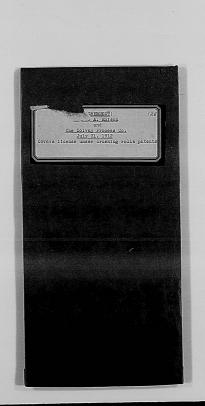
DELIVERY: Not less than two (2) tons per month nor more than sixteen (16) tons per month.

If you abandon the use of LITHIUM CARBONATE you are to give us six calendar months' notice of your intention to do so.

The LITHIUM CARBONATE furnished you under this contract is to be used by you for your own manufacturing purposes and is not to be resold.

Faithfully yours,

MERCK & CO.



AGREEMENT, made this 31rd day of July , 1912, between THOMAS A, EDISON, of blowellyn Park, west Grange, Essex Gounty and State of New Jersey, party of the first part, and THE SOUVAY PROCESS COMPANY, a corporation organized and existing under the laws of the State of New York, and having its office in the County of Chendaga and State of New York, party of the second part, NTRESSETS:-

WHEREAS, by an agreement dated July 15, 1907, between the party of the first part hereto and the Sibley quarry Company, it was provided as follows:-

*FIFTEENTH: The license herein granted is personal to the Licensee and its successors in business; it confers no rights to grant sub-licenses without the written consent of the Licensor; and it applies only to crushing plants located within said licensed territory and which may be owned and operated by the Licensee; Provided, however, that if any one or more licensed crushing plants hereafter constructed by the Licensee shall at any time voluntarily, or by operation of law, be sold or transferred to a single person, firm, or corporation, the said purchaser or transferse shall be entitled to the benefit of a license to operate the same under the terms and conditions hereof and subject to the payment of royalties as herein provided, but no such person, firm, or corporation shall, by reason of such purchase or transfer be entitled to construct and operate additional plants embodying the said patented and unpatented apparatus without the consent thereto of the Licensor.

SIXTHENEN: It is hereby expressly covenanted and agreed by and between the parties hereto that the rights, privileges, and obligations of the respective parties in and to this license agreement shall inure to, and be assumed by the exe-

outors, administrators and assigns of the Licensor, and by the successors in business of the Licensoe.

AND, WHEREAS, by an agreement dated September 14, 1909, between the same porties, said agreement of July 5, 1907, was modified and certain rights granted by the party of the first part hereto to the Kelloy Island Line & Transport Company were confirmed by the said Sibley Quarry Company; and

WHEREAS, by an agreement dated the -- 28th -- day of November, 1911, between the party of the first part hereto and the Church Quarry Compeny, successor to the said Sibley Quarry Compeny, the party of the first part was authorized to grant certain rights to the Dumber Stone Company and has granted the same, as will more fully and at large appear by reference to said agreements which are made part of this agreement; and

WHEREAS, the said Church Quarry Company, successor to the said Sibley Quarry Company, proposes to assign to the perty of the second part here to all its right, title and interest in and to the said three agreements of July 15, 1907, September 14, 1909, and the 28th day of November , 1911.

NOW, THEREFORE, in consideration of the sum of one Dollar (\$1) paid by each of the parties hereto to the other, receipt whereof is hereby acknowledged, and for the other considerations herein expressed, it is agreed by and between the parties hereto as follows:-

FIRST: The party of the first part horeby grants to the party of the second part the *license to operate* set forth in the above-quoted paragraph Fifteenth or said agreement or July 15, 1907, under the terms and conditions of said agreement and studget to the terms and conditions of the said agreements of September 14, 1909, and the 28 day of November, 1911, and sub-

SECOND: The party of the second part hereby agrees to perform and to abide by all the terms and conditions of the said three agreements which the said Sibley Quarry Company or the said Omurch Quarry Company was to perform or abide by and to make payment of royalties as therein provided, it being the purpose and intent of this agreement that the rights, privileges and obligations of the respective parties to the said three agreements shall inure to and be assumed by the parties hereto respectively and the executors, administrators and assigns of the party of the first part.

THIRD: It is mutually agreed and understood that the party of the first part hereby grants to the party of the second part no right to which the said Ohuroh Quarry Company is not entitled at the date of execution of this agreement.

It is also mutually understood and agreed that the party of the second part shall be entitled at any time to elect to relinquish all rights under this and all the other contracts above referred to, and upon its giving written notice to that effect to the party of the first. part, all such rights, and all the duties and obligations hereby or by any of said agreements imposed on said party of the second part, shall terminate, except the mutual duty to adjust and settle any then cutstanding obligations horounder down to the date of such notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Harry J. Millery

Corporate Seal.

'n

Party of the first part.

The Solvay Process Company,

Party of the second part.

ATTEST: G.S. Francis

STATE OF NEW JERSEY,) SS

BE IT REMEMBERED, that on this 3 of day or fully 1912, before me personally appeared THOMAS A. EDISON, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument and I having first made known to him the contents thereof, he acknowledged to me that he volumerally executed the same.

NOTARY PUBLIC STATE OF NEW JERSEY

STATE OF NEW YORK, SS:

on this /2 day of flagors, 1912, before me personally came I. M. Marchanel to me known, who being by me duly sworn did dopose and say: that he resides in the Vellys of Selvey; that he is the Marchanel to Solvay Process Company, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Beard of Directors of said corporation and that he signed his name thereto by like order.

Motary Public.

The CHURCH QUARKY COMPANY hereby represents to THOMAS A. EDISON that it has assigned to THE SOLVAY PROCESS COMPANY all its right, title and interest in and to the agreements referred to in the foregoing agreement and in and to all its rights arising therefrom or relating thereto.

pated lug, 6 , 1912.

Corporate Seal.

OHUROH QUARRY COMPANY,

ATTEST:

H.S. Freed Sery.

GOUNTY OF Wayner) ss:

On this 2d day of Aug. 1912, before me personally came A. Church to me known, who being by me duly swom, did depose and say: that he resides in follows of the first of the freedom of the GHURGH QUINEWY OMPAIN, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name was a fixed by fixed the same of said corporation and that he signed his name was a fixed or said corporation and that he signed his name was a fixed by fixed his fixe

May Mand Grand Mane County, Mich., my commission expires Jul. 7, 1918
TRENTON, MICH.

TRENTON, MICH

T.S.P. Co. THE SOLVAY PROCESS COMPANY Syracuse, N. Y., January 12, 1914, . Pursuant to the terms of our contract with you dated July 31, 1912, we hereby notify you that we now elect to relinquish all rights under said contract and under all other contracts therein referred to, with the result there provided for.

Des 2m, 10-21-13-1-W-123.

THE SOLVAY PROCESS COMPANY

PURCHASING DEPARTMENT

Syracuse, N. Y., January 14, 1914.

Mr. Thomas A. Edison.

West Orange, New Jersey.

Dear Sir :

We are informed that our Treasurer has notified you of the termination of our contract for the use of Edison Rolls at Sibley. Michigan, our new plant being now in full operation.

We have the following Rolls to dispose of :

One 6-ft. Set of Rolls.

One 4-ft. Set of Rolls.

One 3-ft. Set of Rolls.

We shall be glad to sell any or all of these at any price that you may consider fair to offer for them.

Very truly yours The Solvey Py

J.A.W.

THE EDISON CRUSHING ROLL CO.
ROCK CRUSHERS .
PRINCIPAL OFFICE, EDISON LABORATORY, ORANGE, N.J.
WORKS OFFICE, ETWARTSVILLE, N.J.

January 22, 1914.

Mr. Wm. H. Meadowcroft,

Edison Laboratory

Orange, N. J.

Legal Dept

Dear Sir:-

I beg herewith to return letter from the Solvay Process Co. notifying Mr. Edison that under they relinquish all rights under their contract of July 31st, 1912, which they have a right to do under the second paragraph of Section 3 of said contract, which reads:-

"It is also mutually understood and agreed that the party of the second part shall be entitled at any time to elect to relinquish all rights under this and under all the other contributes to the term of the contribute to the term of the contribute to that effect to the party of the first part, all such rights and all the duties and colligations thereby or by any of said agreements imposed on said party of the second part shall contribute the contribute any them outstanding obligations hereunder down to the date of such notice".

The Legal Department have a copy of the agreement dated July 31st, 1912, between the Solvay Process Co. and Mr. Edison, and I would suggest that you submit the matter to them and ask them to prepare a letter for you by which Mr. Edison will accept the relinquishing of their rights, to take effect when the outstanding obligations are adjusted between the parties.

Yours very truly,

WSM-RBS

Warmallon

THE EDISON CRUSHING ROLL CO. ROCK CRUSHERS PRINCIPAL OFFICE, EDISON LABORATORY, ORANGE, N.J. WORKS OFFICE, STEWARTSVILLE, N.J.

January 22, 1914.

Mr. W. H. Meadowcroft,

Edison Laboratory,

Orange, N. J.

Dear Sir:-

I beg herewith to attach letter from Solvay Process Co., notifying Mr. Edison that they have three sets of Rolls for sale.

I suggest that you have the Legal Dept. prepare a letter for you, acknowledging receipt of the letter and notifying the Solvay Co. that Mr. Edison has patents on the large Rolle which have been adjudicated in his favor by the courts, and that the Rolls cannot be used except under license from Mr. Edison, and for that reason, in case they should have opportunity to sell them to other people that they ought to make sale subject only to a royalty agreement of the new purchaser with Mr. Edison.

You may also add to the letter that at the moment we do not know of any market for the Rolls, but we will add them to our list, and if there is any chance to make sale of them we will be glad to take the matter up with them at the earliest convenience.

I would appreciate it if you will forward

me copies of the two letters which are forwarded to the Solvay Process Co. in connection with these matters, so I may add them to our files, and I would suggest that you sak the Legal Department to give you the letters promptly relative to the sale of the large Rolle, as the Solvay Co. should have this notice at once, so they will not have an opportunity to make sale to some third party, which might involve us in additional litigation, which we want to avoid, if possible.

Yours very truly,

EDISON CRUSHING ROLL CO.

Per- Womallony

WSM-RBS

ENCLOSURE: - 1

February 2, 1914

Solvay Process Company,

Syraouse, New York.

Gentlemen: -

I beg to acknowledge receipt of your letter of Jennary 12, 1914 in which you notify me that you now elect to relinquish all rights under your contract with me dated July 31, 1912 and under all other contracts referred to therein, with the result therein provided for.

I am also in receipt of your letter of January 14, 1914 in which you offer to sell me the Edison rolls now installed at Sibley, Michigan. At present I do not know of any market for the rolls but will add them to our list end if we have an opportunity to sid you in selling them, we shall be glad to do so. In this connection I wish to remind you that any sale of the large rolls, which are patented by me, must be in accordance with Paragraph Pirteenth quoted in the contract with you dated July 31, 1912, and subject to the payment of royalties to me. You are therefore requested to advise me fully regarding any negotiations looking towards the sale of these rolls. As you are no doubt sware, my patents Nos. 678,616 and 678,617, which cover the large rolls and the method, of using the same, have been adjudicated and held valid - see 191 Fed. Rep. 837. Purthermore, I have granted certain exclusive terristical licenses under said patents.

Very truly yours.

Thro a Edward (proposed to)



(3)

AGRERMENT made this 29th day of November, 1912, between Henry Ford, of Detroit, Michigan, first party, and Thomas A. Edison of Orange, New Jersey, second party,

" (ii)

WHEREAS, the said Ford in desirous of obtaining a large annual supply of Edison storage batteries, for use on his automobiles, such supply being the equivalent of Four hundred and fifty thousand cells of type A4 per year, commencing with the year 1913; and

WHEREAS, the present plant and facilities of the Edison Storage Battery Company are not adequate for the production of said Ford's requirements, nor has the Edison Storage Battery Company any cash resources with which to construct new buildings and equip the same with the necessary machinery therefor, except such cash capital as may be supplied to it by said Edison; and

WHENEAS, said Ford has agreed to advance to said Edison the sum of five hundred thousand dollars which said Edison intends to use in constructing a new building or buildings and equipping the same with the necessary machinery to manufacture storage batteries for said Ford's requirements,— it being believed by said Edison that said amount will be sufficient if the factory works nights.

NOW, THEREFORE, THIS AGREEMENT WITHESSETH, that in consideration of the premises and in further consideration of the sum of one dollar in hand paid by each of the parties here to

CONTENTS No.

Agreement Henry Ford and
Thomas Q. Edwon
Covering lean Dated - Nov. 29, 1912.

Cancelled July 20,1925

to the other, the receipt whereof is hereby acknowledged, it is agreed as follows:

FIRST.- The said Ford hereby agrees to advance in cash to said Edison the total sum of five hundred thousand dollars in such installments as shall be desired by said Edison; it being hereby agreed by said Edison that he will give Mark days notice in writing by mail to said Ford of his requirements therefor from time to time.

SECOND. The said Edison hereby agrees to pay to said Ford interest on the money so advanced at the rate of five per centum per annum until the total amount of said advance is resaid.

THIRD.- Said Edicon agrees that as security for said advances he will give to said Ford his promissory notes for the amount of each respective installment; each and all of said notes to be payable in five years after said new building or buildings are constructed, the machinery installed therein and the new plant put into actual operation. But nothing herein contained shall be construed to prevent the payment of said notes by Edison before the due date thereof if he so desires. And, as additional security, the or receipt by him of each installment said Edison agrees he will deposit with said Ford certificates of capital stock of said Edison Storage Battery Company of a par value equal to the amount of said installment, it being understood and agreed that while said stock is held by said Ford as security for the payment of the notes, the voting power of such stock

shall remain in said Edison.

FOURTH, It is agreed by all the parties hereto that the Edison Storage Battery Company shall be allowed to charge a net profit of ten per cent on all storage batteries which it shall make and furnish to said Ford; said profits to be ascertained quarterly or semi-annually by public accountants in the usual manner.

FIFTH.- Said Edison agrees to pay to said Ford garterly or semi-annually, as said Edison shall elect, an amount equal to the sum found to have been earned by said Edison Storage Battery Company as its ten per cent profit on storage batteries made and furnished by it to said Ford during said period of three or six months; it being understood and agreed that the sums of money thus paid by Edison to Ford shall be applied by him as part payment of said promissory notes.

SIXTH,- It is agreed by anid Ford that as fast as partial payments of the principal of said promissory notes may be made by said Edison from time to time, he, the said Ford, will return to said Edison such number of shares of capital stock of the Edison Storage Battery Company as will equal in par value the sums of money so paid to him by said Edison in reduction of the amount of said promissory notes; the intent of this agreement being that said Ford shall retain only so much of said capital stock as shall be equal in par value to the amount still owing to him by said Edison on such promissory notes.

SEVENTH.- If by reason of any unforeseen circumstances said Ford is unable to take the storage batteries for the monufacture of which the new buildings and
machinery are contemplated under this agreement, it is
hereby agreed that the Edison Storage Battery Company
shall be free to use the same for the manufacture of storage batteries with which to fill its regular orders, but
in that event said Ford agrees that he will extend the time
of payment of said promissory notes over a sufficient period
to enable said Edison to pay such notes from its net earnings.

RIGHTH,- The conditions and provisions of this agreement shall bind and enure to the benefit of the heirs and legal representatives of the parties hereto.

IN WITHESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

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Mi

Thomas A. Edison Private

Financial Memorandum H 504 Date June 19, 1925

ur. J. V. Hiller ur. Charles Edis

Henry Ford Account. Subject

Answering your request of June 19th, I give you the following data in commection with loan by Mr. Ford.

RESUME OF AGREEMENT

Between Mr. Henry Ford and Mr. Thomas A. Edison

nated November 29, 1912.

THEREAS:

Mr. Ford desires to obtain equivalent of 450.000

A4 Cells per year.

Plant and resources of Edison Storage Battery Company tneneracient to meet the demand.

ur. Ford as agreed to advance ur. Edison \$500,000 to construct additional plant.

It is agreed

(1)	m.	Ford	w111	advance	the	\$500,000	88	requested.	
-----	----	------	------	---------	-----	-----------	----	------------	--

- Interest on loss to be at rate of 5% (2)
- Mr. Edison will give his promissory notes, all to (3) he payable five years after plant is constructed and as additional security Mr. Edison will give stock of Edison Storage Battery Company at parequal to amount of each installment.
- That Edison Storage Battery Company be allowed to Charge a not profit of 10% on batteries supplied to Ford. (4)
- That Edison pays an amount equal to 10% profit quarterly or semi-amountly which payments shall apply on principal of loan. (5)
- That Ford will return collateral as fast as payments (6) are made and of equal amounts.

If Ford, for any reason, cannot take batteries then (7) Plant can be used for manufacture for general trade and time of payment of principal will be extended until Edison Storage Battery Company can pay same out of the net earnings.

Conditions and provisions shall be binding on heirs, (8) etc., of both parties.

Signed

Henry Ford Thomas A. Edison.

Earch 1921 Collateral was changed to Thomas A. Edison, Inc., Stock - 9 certificates of 1,000 each Nos. 22-50.

Beginning June 1924 interest has been paid each month, maintaining unpaid interest or interest in arrears at the same amount.

> NOTES ACCOUNT Date
> Dec. 2, 1912
> Har. 5, 1913
> June 24, 1915
> Aug. 6, 1913 Amount \$150,000.00 100,000.00 100,000.00 180,000.00 Sept. 15, 1913 Peb. 6, 1914 May 27, 1914 200,000.00 100,000.00 100,000,00 900,000,00

Note of Dec. 2, 1912 paid Oct. 1, 1923 £150,000,00

OPEN ACCOUNT Date 100,000.00

Date

INTEREST PAID

Feb. 6, 1914 Dec. 14, 1914 May 17, 1915 100,000.00 100,000,00 200,000,00

300,000.00 Open account paid December 51, 1919

750,000.00 Balance of principal due Mr. Ford

Oct. 5, 1916 Dec. 51, 1917 Year 1919 50,000,00 196,102,82 120,000.00 1920 Jan-Oct Oct. 1,1925 37,500.00 22,500.00

Jan-Dec.1924 21,875.00 Jan-June 1925 18,750.00 466,727.82 Total amount or Interest paid covers up to and including October 1921.

Balance due on Interest account covering November 1, 1921 to June 30, 1925

\$137,500.00

• Note: Beginning June 30, 1924 have paid interest each month.

	2.0	TITH HON	N FORD		
Borrowed				Paid	
Dec. 2, 1912 Dec. 2, 1912 Dec. 2, 1913 Dec. 2, 1913 Aug. 6, 1913 Sept. 16, 1913 Dec. 3, 1913 Peb. 3, 1913 Peb. 19, 1916 Dec. 1917 Dec. 1917	160,000,000 100,000,000 100,000,000 160,000,000 100,000,000 100,000,000 100,000,0	1,200,000,00	Dec. 29, 1919 Oct. 1, 1923	#Indinal Amount 300,000,000,000 150,000.00 150,000.00 150,102.02 120,000.00 23,750.00 21,875.00 18,7750.00	450,000.00 462,977.82
Total TAE obligation	principal a interest)	1,800,477,82	70tal puid (princi	pal a interest)	918,977.82 3.12 f. 19 9 f f f o > .8
ه صد در ۱	صن يين.				
916. 1.13.8	17.19		Balance owing on p Balance owing on in	rincipal nterest	750,000.00 137,500.00

JUN 23 1925

PRINCIPAL

Original Amounts

Dec. 29, 1919 Oct. 1, 1923	300,000.00 150,000.00	450.000.00	Dec. 2, 1912 Mar. 5, 1913	150,000.00	ril
			June 24, 1913	100,000.00	
			Aug. 6, 1913	150,000,00	
			Sept. 15, 1913	200,000,00	
			×Nov. 3, 1913	100,000.00	
			×Bec, 3, 1913	100,000.00	
			Feb. 6, 1914	100,000.00	u
			Dec. 14, 1914	100,000.00	
•			>May 17, 1915	100,000,00	1,200,000.00
			Above figures take		
			Mader torre		1
			INTEREST		
Cash Payments			Accruals	each year	
Oct. 5, 1916	50,000,00		1912	595.89	
Dec. 31, 1917	196,102,82		1913	. 21,356,16	
Year 1919	120,000.00		1914	49,863,13	
Jan-Sept. 1920	33,750.00		1915	58,123,17	
Oot. 1, 1923	22,500.00		1916	60,000,00	
June-Dec. 1924	21,875.00		1917	60,000.00	
_ Jan-June 1925	18,750.00	462,997.82	1918	60,000.00	
			1919	60,000.00	
			1920	45,000.00	
			1921	45,000.00	
			1922	45,000.00	
			1923	43,125,00	
			1924	27,500,00	585,563,35
			Above figures no		
	i		books - onl	y calculated	

JUL - 9 1925 made up for RHa

Payments on account

AGREEMENT HENRY FORD THOMAS A. EDISON Dated July 20 1925. FILE ENVELOPE No.../34..... AGREMENT made this 20th day of July, 1925 between HERRY FORD, of Detroit, Nichigam, first party, and CHUMS A. EDISON, of West Orange, New Jersey, second party;

WHERAS, the parties hereto have heretofore made a certain agreement under date of Hovember 29, 1912 whereby said Ford agreed to advance to said Edison certain moneys to be used in constructing a new building or buildings and equipping the same with the processory machinery to manufacture storage batteries for said Ford's requirements; and

WHINEAS, under said agreement and for the purposes stated therein said Ford has from time to time advanced to said Edison a total of One Hillion Two Rundred Thousand Dollars (\$1,200,000); and

WHEREAS, it was contemplated that said moneys so advanced would be repaid out of profits on such storage batteries; and

WHEELS, said new building or buildings and equipment were duly constructed and installed, but for reasons beyond control said Ford has not taken the storage batteries as was contemplated by the arresement; and

WHEREAS, said Edison has heretofore paid to said Ford the sum of Nine Hundred Sixteen Thousand One Hundred Two and 82/100 Dollars (§916,102.82) on account of the obligation created by the moneys so advanced; and

WHEREAS, said Ford still holds or has in his possession certain notes of said Edison given for money so advanced or a part thereof, and also certain securities as collateral in connection therewith: and

WHENEAS, the parties hereto desire to terminate and cancel said agreement and to make a final settlement of all of the foregoing transactions in the monner hereimafter set forth;

NOW, THENEFIRE, in consideration of the presises and of the promises and releases herein contained, and of the execution of this agreement by the parties hereto, the parties hereto have agreed and do hereby agree as follows:

- 1. The said agreement of November 29, 1912 and all modifications thereof (if any) are hereby terminated and cancelled.
- 2. Said Edison agrees to pay forthwith to said Ford the sum of Two Hundred Eighty-three Thousand Eight Hundred Ninety-seven and 18/100 Dollars (\$283,897.18); which said Ford agrees to accopt in full settlement of the unpaid balance of all moneys advanced as aforesaid, including interest, if any.
- Said Ford hereby agrees to surrender to said Edison forthwith for cancellation all of the hereinbefore mentioned notes and to surrender to said Edison forthwith all of the securities heretofore pledged in connection therewith.
- 4. Except as otherwise herein specifically provided for, said Ford hereby releases said Edison of and from all claims and demands whatsoever based upon or on account of said agreement, and all modifications thereof (if any), said notes and said moneys advanced as aforesaid.
- 5. Except as herein otherwise specifically provided for, said Edison hereby releases said Ford of and from all claims and demands whatsoever based upon or on account of said agreement of November 29. 1912 and all modifications thereof (if any).

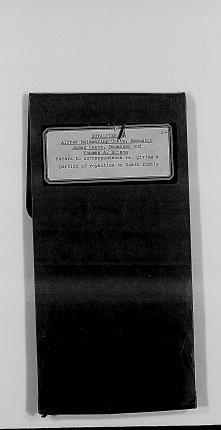
WITNESS our hands and seals the day and year first above weitten.

Witnesser Show a Carrown is Show a Tenny Ford is

Cancelled notes for 150,000 are file in Treasury Dept.
10 sticked to check 4-2451 Tak Browle

For earlier note See Jom day book 2.192 Thomas a Edinar Private Lu connection melo this Poace H. Ford Loan -Soulunut - 1925 dating back to 1912, 8,3, B.Co. ctock was put up for collations. to P.a. Edison, Inc. stock -Charles Eduran reas always duerous of cleaning this stock -On June 19, 1925 a statement was made up mories Comed 7 payments made our plunigate y interest -On June 20, then was revived per request of Mr. E. See attached messers Charles Edison Y N. 7. meller ricted mr. Ford Explained matters of exchanged trette mr. Ford, there mr. Liebeld, live stack for Aberty Bonds - leaving " 900 000 (par) bonds collatural -Mr. Ford also stated that he had applied all payments by Mr. Edward against pluncipal . huturet to principal only mr. Edirdu should Jorgis du Entrett -July - July 20 - mother was thoroughly durined that the balance of principal Whould to arrect by a speck - Totale who figured out, tax settleton discussed & finally Charles Edward R. H. allee word & Settlet Charles Edison san Mr. libold fast + thele mr. Ford - Explained matters, quelited

H. Ford boar matter - Stratory -Checke, secured bonds, us for collectival, notice outif audicing - had the Ford sign au agreement of lemmating of Cancelleuf the original Squeezement of 1912 - also had engined agree mind cancellast by tritting at the foot of This secreta the Entere financial transactions Mr. Ford-bold Charles Edisace to handle the tage extraction in connection with the Entere matter, on he (Charles) saw fit.



Thomas Q Edison The Edison Portland Cement Co. P. O. ADDRESS, STEWARTSVILLE, N. J. Dear Mr. Edison:-Stuart A. Coats, which I could read it. not as yet been able to obtain a safisfactory offer for the wood, but we have some negotiations on which we are hopeful may be consummated. What shall I say to him about the royalty? ours very truly, Harry there is also WSM-RBS 1833 Chares that I want to ENCLOSURE: - 2

[ATTACHMENT/ENCLOSURE]

COPY

London, W. C., 10 Charles St., Berkeley Square

Dear Mr. MATLORY: -

It is just one year since I wrote to you in regard to the prospects for the old shareholders of the N.J.& Penn. Concentrating Works, and you kindly explained to me (under date of 12th July, 1911) the Wethog which Hr. Edison was considering for giving them some return on the money invested. Since then I have not heard from you, and I should be very grateful if you would drop me a line (substance of which I can communicate to my father, Sir Tames Coates, and my brother, Hr. Alfred H. Coate) stating whether affairs have so developed in the interval that we are now mearing any return from sales of wood or royalties on Holls, etc., as you then seemed to think that this was within reasonable distance.

Trusting that this finds you well, and

with kind regards, I am,

Very truly yours,

(Signed) Stuart A. Coats.

Mr. W. S. MALLORY, Stewartsville, N. J.

Shomas a Edwar.

The Edison Portland Cement Co.

Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J. P. O. ADDRESS, STEWARTSVILLE, N. J.

Sept. 12, 1912. Morrie

Mr. H. F. Miller,

Edison Laboratory,

Orange, N. J.

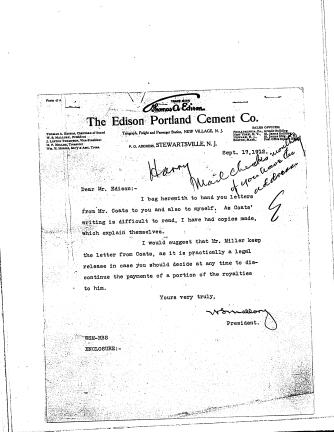
My dear Harry:-

Please note the attached letters giving the addresses of the names of some of the people to whom you are to send a portion of Mr. Edison's Roll royalty. Please note that Mr. Marie died some years ago, and as he was a bachelor, if I recall correctly, it would seem to me that Mr. Edison shout cut his name off the list.

I have written for the addresses of the various members of the Coats family, and as soon as they are received will forward them to you. Yours very truly,

WSM-RBS

ENCLOSURE: - 2



[ATTACHMENT/ENCLOSURE]

Stept 1912 PERTHSHIRE. An moldison 1 orwhich we were theretol Il has fi me bether the hope that? be eface to tout the career of discovery 9 invention while me to with know 9 dafty refer the first the will Vinly gratefly Thos a. Ediga En

[ATTACHMENT/ENCLOSURE]

COPY

5 Sept. 1912.

Ballathie, Stanley,

W. S. MAllory, Esq., Prest., Edison Portland Cement Co., Stewartsville, N. J.

Dear Mr. Mallory:-

I was greatly pleased to receive your letter of 20th ult. containing Mr. Edison's generous offer to pay over to my father and myself and other members of our family, who are shareholders in the N.J.a Penn. Concentrating Works, a share of royalties reed.from.other sources purely as an act of grace owing to the fact that we had received no return on above investment.

We all appreciate Mr. Edison's handsome treatment of us in this matter, and recognize to the full that we have no legal claim whatsoever to any compensation and could raise no possible objection if at any time these payments to us ceased temporarily or permanently.

I enclose a letter of thanks to Mr. Edison personally, which I shall be much obliged if you will deliver to him. On another page I give the addresses of those you ask for. An also very glad to learn that there is a prospect of something heing realized from the sale of the timber on the lands of the N. J. & P. C. Works.

Thanking you for the trouble you have so kindly taken, and for your interest in the whole matter, and trusting that if you are in London you will not fail to look. He up at my address there (10 Charles St., Berkeley Square, W.) and with kindest regardly fours, W. Yeary truly yours, STUART A COATS.

MISCELLANGOUS
Memoranda and printed matter relating to reorganization of Dunderland Iron Ore Cp. Ltd
as New Dunderland Co., Ltd. and reduction
of par value of stock.

Dunderland Iron Ore Company,

CIRCULAR

0.5

EXISTING HOLDERS.

Dunderland From Ore Company Simited.

CANADA HOUSE.

NORFOLK STREET,

LONDON, W.C.

MR 19 812

5th March, 1912.

To the Bondholders, Debenture Stockholders, Funded Interest Certificate Holders and Shareholders.

DEAR SIR (Or MADAM).

At the Annual General Meeting held on the 29th December last, the Chairman (Mr. William Rhodes) stated that important negotiations were in hand which it was hoped would mature at an early date.

The Directors have now had intimated to them by Messrs. Fried. Krupp, of Resupra-Essen, that they will be prepared to co-operate with the Company on the following terms:—

- Messrs. Fried. Krupp shall, at their own expense be permitted to re-sample the Company's Ore Deposits, and examine the facilities for the mining and treatment of Dunderland Ore, in conjunction with the Company's Resident Manager in Norway—such examination to be completed before the 1st October, 1912.
- 2. Should Messrs. Fried. Krupp consider this examination satisfactory, and decide to participate in the fixture finance of the Company, it is proposed to creek in the first instance a plant capable of producing 200,000 tons of concentrates or briquettes per annum, estimated to cost. £400,000, including the provision of water power, upkeep, maintenance and Debenture Interest during construction, and Working Capital. This sum will be provided by the issue at par of £399,000 First Mortgage Debentures, part of the new issue of £700,000 such Debentures, and of this amount Messrs. Fried. Krupp will take firm £100,000, and underwrite a further £100,000 on the same terms as others.
- Messrs. Fried. Krupp to have the right to purchase one half of the Company's yearly production with a minimum of 100,000 tons per annum, at the average market price, less a rebate of 2½ per cent. on the first 100,000 tons and 1½ per cent. on any further quantity.
- The scheme of financial re-arrangement of capital to be on the lines of the scheme enclosed herewith.
- Messrs Fried. Krupp to have representation on the Board in the proportion of two out of five, or three out of ten Directors.

The proposed Scheme of Financial Re-arrangement of Capital is that of which a print is enclosed herewith, together with the Notice convening the Meetings directed to be convened by the Court for considering the same. The proposals embodifed in such Scheme will be explained to the various classes at such Meetings.

The Scheme is considered by the Board to be fair and equitable as between the different classes affected thereby.

When preparing same special regard was paid to the following:-

1st September, 1912.

- That the Prior Lien Bonds are due for repayment at £110 per £100 on the 31st March, 1912.
- That the date for the commencement of the Sinking Fund for redemption
 of the First Charge Debenture Stock is due to commence on the
- 3. That interest on the First Charge Funded Interest Certificates is due to accrue as from the 1st Sentember, 1912.
- That the Second Charge Debenture Stock and the Second Charge Funded Interest Certificates are due for repayment at par on the 1st March 1918.
- And that interest on the Second Charge Funded Interest Certificates is also due to accrue as from the 1st September, 1912.

The Trustees for the Prior Lien Bonds and Debenture Stocks whilst desiring to assist the Company as much as possible felt that the just claims of the holders were the prior than the possible and convert existing issues into the holders waive their rights and convert existing issues into now securities, and in the case of the Prior Lien holders that they should receive Profit Sharing Certificates for an equivalent amount in satisfaction of their prior claim.

The Board regret that it has been found necessary to ask the holders of Preference Shares to relinquish their claim to the arrans of Preference Dividend accrued due as from the 1st July, 1904, and to suffer with holders of Ordinary Shares in a prospeed reduction of Capital in order to provide for depreciation of plant and the writing off of expenditure incurred since the incorporation of the Company not chargeshib to Capital.

Since the conclusion of the large Tonnage Tests the Board have spent considerable time in endeavouring to formulate a more favourable scheme of Financial Rearrangement for the existing holders, and have had under consideration various proposals for the raising of the necessary Capital.

The Scheme now submitted offers greater advantages to all concerned (aspecially on the enlargement of the plant) than any other scheme that has been under consideration, and the Board strongly advise existing Proprietors and Creditors to give the Scheme their entire support, as there is every reason to believe that the enterprise can now be worked with every prospect of success.

The Company holds an exceptional concession from the Norwegian

Government for the working of the Dunderland deposits, and it is essential in order to retain the concession that the entity of the Company be preserved.

Dr. Theodore Lehmann, of Frieburg University, Germany, in his report Sreposts of the Movember, 1901, which accompanied the original prospectus, estimated the total quantity of ora available by openeast mining at about 190 million tons, averaging 39:55 per cent. of metallic iron; and according to later information and expert opinion in Norvay, that estimate of tonnage is a low one, and may safely be adopted as a basis for calculation.

Messrs. Fried. Krupp desire, before definitely agreeing to acquire a large interests in the Dunderland Company, to re-sample at their own expense the Company's ore deposits (chilefly those with have hitherto not been worked), and generally look into working conditions. This examination will be proceeded with at the earliest nossible date.

The request of Messrs. Krupp is considered to be fair and reasonable, and the Directors recommend that such request should be granted. The Board have no reason to doubt but that the reports previously made on the Company's ore deposits will be confirmed.

You have already been informed that the large tonnage tests with the Ullrich Ultrich Separator on average Dunderland ore in Norway completely confirmed the results obtained by the provious smaller tests carried out at Magdeburg, and were conclusively satisfactory.

Since the tests were carried out at Dunderland, the Separator has been somewhat simplified, and the Directors have no hesitation in recommending its adoption and installation at the works.

The Directors wish to emphasize the fact that the Ullrich Separator has now passed the experimental stage and has been installed on thirteen Concentration Plants, treating satisfactorily various iron ores and other minerals.

The Directors have been assured by Messra. Krupp that their investigations into the Dunderland problem have enabled them to say with confidence that, given one similar to that supplied during the tonnange tests, similar results will be obtained. They are also satisfied that the working costs of the Ulirich Separator will be exceedingly to, and the maintenance both simple and economical.

It is proposed to erect the new Concentration Plant at the Company's Since of Shipping port of Guldsmedvik, adjoining the present Briquetting Plant.

The railway from Storfoshei to Guldsmedvik is capable of carrying more capacity than double the quantity of crude ore first intended to be mined and treated, and faitway the rolling stock is ample for present requirements.

During the past year careful enquiries have been made in Norway as to the Water Power possibility of utilising certain adjacent waterfalls.

The Directors consider that the time is now opportune for the harnessing of

the Company's own waterfalls at Renfossen as it is evident that considerable economies in working costs will be effected thereby.

The necessary power for an enlarged plant can be obtained for a small additional capital expenditure.

Size of Plant. The provision of further Capital in the Company's present position is belth difficult and onerous, and, although the plant proposed to be originally installed is estimated to produce only 200,000 lons per annum—less than one-half of the capacity of the existing Crushing Plant and Railway—still, it is felt wise to limit the original installation to a plant of this capacity. It is generally admitted that when the proposed plant has been working profitably for a time, the additional Capital required for an enlarged plant (up to the full capacity of the existing Crushing Plant and Railway) will be obtained with companitively little difficulty and on much easier terms.

Messrs. Fried. Krupp have prepared and furnished the Company with the nears plans for the proposed plant as well as an inclusive tender for the complete installation of the proposed Concentration Plant. This tender was carefully examined in detail and ultimately approved by the Company's Engineers and Technical Advisers, and the Beard have provisionally accepted as

Demand for Iron O In view of the increasing demand for Iron Ore and the accordingly diminishing supply and quality of known deposits of Rubio Ore, there is no reason to anticipate any difficulty in disposing of the remaining half of the Company's weaklyst.

Satimated

d The Estimated Costs of Production have been carefully examined and are considered to be reliable.

The Selling Price of the Briquettes produced (taking the average analysis obtained in the large tomage tests, viz, 65 % Metallic iron, with '925 % Phosphorus and 4 % Silica) has been based on the average realised c.i.f. Tees price of Rubio Ore over the past fourteen years,—viz, 17s. 9d. per ton. This price is 3s. 4d. below present market prices, and the difference (£37,500 on a 900,000 Ton Plant) offers a large margin of safety for unforceson contingencies.

The estimated Annual Net Profits (subject to interest on the New First Mortgage Debentures, Special Depreciation and Income Tax) will be as follows:—

Annual Net Profits (sav)

On a production of 200,000 Tons. £65,000 On a production of 500,000 Tens. £250 000

Reports on Propert The Beard have pleasure in enclosing a Report by their colleague, Mr. John Macaulay, on the Dunderland Property and prospects, and feel sure that the same will be generally appreciated. A Report by Mr. Johan Paues (the Company's Resident Manager in Norway) is also attached hereto.

Meatings.

For carrying the above proposals into effect, the Scheme of Financial

re-arrangement of Capital will have to be approved by the necessary majorities at separate meetings of the following classes, namely:—

- 1. The Prior Lien Bondholders.
- 2. The First Charge Debenture Stockholders.
- 3. The Second Charge Debenture Stockholders.
- The Holders of the Funded Interest Certificates issued in satisfaction of interest on the First Charge Stock.
- The holders of the Funded Interest Certificates issued in satisfaction of interest on the Second Charge Stock.
- 6. The Preference Shareholders.

Notice convening the above meetings, as directed by the Court, is enclosed herewith, and also proper Forms of Proxy for use at each of the said meetings which you are entitled to attend.

In addition to the above meetings, a formal meeting of the Company is required for passing the necessary Resolutions for reducing the Capital and altering the Articles in accordance with the Scheme. Notice convening such meeting and Form of Proxy for use thereat, is, in the case of Members of the Company, also enclosed herewith.

If you will be unable to attend those of the above meetings which you are entitled to attend, kindly fill in and sign and return in the envelope enclosed, all the Forms of Proxy enclosed herewith. Such Proxies, to be effective, must be posted so that they will be delivered at the Company's Office not later than 10 a.m. on the 18th day of March, 1912.

It is proposed to hold the adjourned General Meeting of Shareholders as early as possible after the Meetings already convened, and notice of same will be sent to you in due course.

By Order of the Board,

J. A. SELWAY,

STATEMENT showing how Scheme would affect Present Issues.

							Н.			- 1	B
	Remarks.	Testament and a cont	of profit.	Ditto	Ditto	Write off £600,000	Write off £950,000	1	1	1,	
JES.	Ordinary Stock.	1	!	I	1	£400,000	-850,000	£450,000	1	1	£450,000
PROPOSED NEW ISSUES.	6 per cent. Non-Cumulative Income Debenture Stock.	£20,010	£500,000	£30,530	£129,702	.1	i	£680,242	1	19,758	£700,000
PRO	Profit Sharing Certificates entitled to 50 per cent. Surplus Profits.	200,100			- [1	1	200,100	399,900	I	000,009
	6 per cent. First Mortgage Debentures.	£200,100			1	1.	1	£200,100	399,900	1	\$600,000
	PRESENT ISSUES.	per cent. Prior Lien Bonds	per cent. First Debenture Stock	per cent, Second Debenture Stock	per cent. Funded Interest Certificates	00,000 £5 Preference Shares (£1,000,000)	00,000 £5 Ordinary Shares (£1,000,000)		few Subscriptions	undry Purposes	TOTAL

FORECAST OF ESTIMATED PROFITS.

	INCREASED OUTPUT: 500,000 Tons,	at 10s. per ton, £250,000.	(on £950,000) £57,000 £19,000 £30,000	\$106,000	.£144,000	con'nezz	£72,000 (say, 12 % £42,000 (6 %).	£30,000 (say, 63 %
IMPIEC TELES	PROPOSED ANNUAL OUTPUT: 200,000 Tons,	at 6s. 6d. per ton £65,000.	(оп. £600,000). 	£41,000	£24,000	£65,000	(assume Surplus not distributed)	ı
FORECAST OF ESTIMATED TROPILES		If average Annual Profits amount to	FIXED. CHARGES: 6 per cent. on New First Mortgage Debendures 7. per cent. Sinking Fund (commencing in 1919) 7. per cent. Sinking Fund (commencing in 1919)		PROBABLE SURPLUS		ed First Issue. 300,000	Non-Cumulative Income Debenture Stock, 2/10/1000 New Ordinary Stock, 2450,000

ed that the Plant can be enlarged and the Output incr for an expenditure of £350,000.

REPORT BY Mr. JOHAN PAUES

(Resident Manager in Norway).

28th February, 1912.

To the Board of Directors,

DUNDERLAND IRON ORE COMPANY, LIMITED.

Genylemen.

I herewith beg to report generally on the Company's Property and Plant in Norway.

IRON ORE DEPOSITS.

Reports on the Company's Ore Deposits have been made to you by Dr. Theo. Lehmann, of the Freiberg University; Prof. Henry Louis, of the Durham College of Science, Newcastle; Prof. J. H. L. Vogt, of Trondhjem, Norway; and others have also reported on them from time to time.

The authorities generally agree that the deposits contain at least 80 million tons of ore.

Dr. Lehmann found the deposits to contain on the average 39'55 per cent, of metallic iron. Prof. Louis reported 41 per cent. of metallic iron, but, allowing 10 per cent. for barren rock belts, considered 37 per cent. of metallic iron to be a fair average.

Prof. Vogt has made a general geological survey of the deposits, but, so far as I know, has not taken systematic samples.

The Urtvand Deposit is the nearest to the Company's Crusher Plant at Storfoshei. It has been systematically opened up and some 367,000 tons of ore have been mined therefrom. Notwithstanding that a great portion of the hanging wall was mined with the ore the average iron contents was 34'2 per cent. In the autumn of 1910 this deposit was carefully re-sampled and again found to contain 37'34 per cent. of metallic iron.

The Urtyand Deposit is estimated to contain 10 million tons of ore.

The Vestralid Deposits are situated about 31 miles from the Crusher Plant, and reported to contain 14 million tons of ore, with average iron contents of 40'5 per cent.

This deposit is not yet opened up, but some work has been done on about 2 miles of railway to the deposits.

The Bjornhei deposit is situated about 1 mile distant from the Crusher Plant and is reported to contain 5 million tons of ore, averaging 366 per cent. of metallic iron. In 1907 this deposit was surveyed and sampled by the Company's late Mining Engineer.

The three above-mentioned deposits contain together about 29 million tons of ore, which would be sufficient to keep a 500,000-ton plant supplied for 25 years.

There are other deposits in the Vesteralid District estimated to contain about o million tons of ore, so that the total quantity of ore within a radius of 31 miles can he taken to be at least 35 million tons.

This group of deposits is situated about 10 miles from the existing Crusher Plant, Untilelamo and consists of eight known large deposits. : The total ore quantity is estimated at 48 million tons, and they are reported to contain 37'55 per cent. metallic iron.

In my opinion these are the most valuable of the Company's deposits, and it is probable that they contain a greater tonnage of ore than the present reports indicate.

From the experience I have gained during the four years I have been connected with your Company, there is no reason to doubt the accuracy of the reports already made to you on the Company's Ore Deposits.

METHOD OF MINING.

Our method of mining (first introduced into Norway by us) is Open Cast Workings, with Steam Shovel Loading. Similar methods have been adopted by two large Mining enterprises in Norway-viz, the Sydvaranger and Salangen Companies. At both of these Plants low grade iron ores are converted into high class Concentrates. The Sydvaranger Company are extending their works for an annual production of 500,000 tons, and the Salangen Works are equipped for an annual output of 200,000 tons of Concentrates.

At the Kiruna Mines in Sweden, from which 3,000,000 tons of ore are shipped annually, I gather that preparations are being made to introduce the Steam Shovel Loading in their Open Cast Workings.

Representatives of the above-mentioned three enterprises visited Dunderland and investigated our method of mining before adopting it.

MODE OF TREATMENT IN THE PROPOSED INSTALLATION FOR A PRODUCTION OF 200,000 TONS.

In order to convert the low grade iron ore into a high class Concentrate the following operations are necessary :-

- 1. Mining and Transport to the Crusher.
- 2. Coarse Crushing to 11-inch cubes.
- 3. Drying and Stocking.
- 4. Fine Crushing to 1-inch cubes.
- 5. Railway transport to the Separation Works.

6. Tube Mill Grinding and

7. Electro-magnetic separation by the "Ullrich" Separator.

- 8. Briquetting of the Concentrates.
- q. Loading and putting the Briquettes f.o.b.

Only Nos. 6 and 7 require the installation of new plant, and it is chiefly for these items that the majority of the new Capital is required.

Comparatively small alterations and additions will establish economical working conditions in the existing plant, and in my estimate of Capital requirements I have provided sufficient for this purpose.

I am convinced that the plant as designed by Messrs. Fried. Krupp A/G Grusonwerk, is Krupp suitable and will work economically. The "Ullrich" Separator has effectively solved the problem of magnetic separation of the Dunderland Ores.

Costs of Production

The estimated costs for Mining, Transport to Crusher, Coarse Crushing, Deying, Stocking, and Fine Crushing, have been compiled from actual figures when the plant was running under advence conditions. They refer to a period when only about \$8,000 tons of Crush Cor per month were handled, whilst in the proposed 200,000-ton plant the mentally tonnage of Crush Cor to be handled will be 4,5000 tons.

For the transport on the Main Railway the available cost figures refer to such a small transport and be made. I have however consulted various and to the fluture cost of transport can be made. I have however consulted various authorities on this matter and have ascertained the cost of Ore transport on the Government Railways in North of Sweden, where similar climatic conditions exit, and led conditional teath my estimate is simple.

We have Krupp's estimated Cost of Treatment in the plant designed by them, but in my estimates I have also added a substantial figure for contingencies under this item.

Briquetting is being done in Scandinavia for less than my estimate, but my figure provides a margin for contingencies.

The cost of the loading and putting Lo.b. has been obtained from similar installations working in the Northern part of Norway under more adverse circumstances.

Water Power

Great economies will be effected by the adoption of Water Power. In my opinion the moteonomical course to be adopted is the harnessing of the Company's own water falls at Renfosses, situated every favourably just halfway between the Company's Mines and the Port.

These water falls have been carefully measured and the water level in the river taken daily for the past three years. As a result of these investigations it is shown that the Company can obtain the power required for the contemplated plant from these falls, and ample power for future requirements will be available if catchment basins are provided.

FUTURE POSSIBILITIES.

Owing to my intimate knowledge of the Company's Plant and Property I have no hesitation in stating that I have every confidence in the future of the enterprise.

When designing a Plant it is seldom that one has such reliable data upon which calculations of Cost of Production and Future Profits can be based.

I feel confident that the Estimate of Cost of Production is a perfectly safe one and the costs will, under ordinary running conditions, be considerably below my estimate.

I am. GENTLEMEN.

Your obedient Servant,

JOHAN PAUES, Mining and Metallurgical Engineer, M.S.T.F., M.S.K.S.,

Resident Manager.

Dunderland Iron Ore Company,

NOTICE OF

EXTRAORDINARY GENERAL MEETING

OF THE COMPANY,

AND

SPECIAL RESOLUTIONS.

No. 1.

DUNDERLAND IRON ORE COMPANY, LIMITED.

NOTICE IS HEREBY GIVEN that an EXTRAORDINARY GENERAL MEETING of the above-named Company will be held at Winchester House, Old Broad Street, London, E.C., on Tuesday, the 19th day of March, 1912, at 4 o'clock in the afternoon, for the purpose of considering, and if thought fit passing the subjoined Resolutions.

Should the said Resolutions be passed by the requisite majority the same will be submitted for confirmation as Special Resolutions to a Second Extraordinary General Meeting of the Company to be subsequently convened.

RESOLUTIONS.

1. That the Scheme of Armagement shall be gibt by of blanch, pray, proposed to be made better the Company and (f) his the Bushloudese (r) its First Charge Debeature Steelers and the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Company of the Scheme of the Company of the Compa

2. That the Capital of the Company he reduced from £7,200.00 divided into 200,000 Preference Shares and 200,000 Ordinary Shares and of £5,000 divided into 200,000 Preference Shares and 200,000 Ordinary Shares and 6,5 and for it of shares have been controlled to the control of

2. That as from the date of a copy of an Order of the High Court of Justice or of the Court of Appeal suscerioning the said Scheme of Armagenemed (with any modification imposed or approved by the Court and assented to by the Coupman) and confirming the aforesaid reduction of the Copital of the Company and approving such minute as required by Sector of the Companies (Compoliation) Act (growners are required by the said Section the Articles of Assectiation of the Company shall be and the same are beginned by the said Section the Articles of Assectiation of the Company shall be and the same are beenly modified as follows samely:

- (i) The following further definitions shall be added at the end of Article 1 namely:-
 - (t) The "Scheme of Arrangement" means the Scheme of Arrangement between the Company and various classes of its creditors and its former Preference Shareholders dated the 5th day of March, 1912 in the form in which such Scheme is sanctioned by the High Court of Justice or the Court of Appeal.
 - (a) "The First Mortgage Debenturer" means the new series of First Mortgage Debentures of the Company to be created pursuant to the Scheme of Arman Personal Company of the Company of the original series authorised and demand pursuant to such Scheme or of any further series ranking pari passas therewith subsequently created by the Company in pursuance of the provisions of the Scheme of Armagement.
 - (v) The "Profit Sharing Certificates" means the Profit Sharing Certificates of the Company to be created pursuant to the Scheme of Arrangement.
 - (se) The "Income Debenture Stock" means the new issue of Non-Cumulative Income Debenture Stock of the Company to be created pursuant to the Scheme of Arrangement.

- (ii) Articles 9 and 10 shall be cancelled and the following Article shall be substituted therefor namely:
 - The Capital of the Company is now £450,000 divided into 200,000 Shares of £2 each and 200,000 Shares of 55, each all ranking fort house as Ordinary Shares all of which Shares have been issued and are fully paid up. The Shares all of which Shares have been issued and are fully paid up. The Shares all the Shares have been issued and are fully paid up. Directors shall forthwith by Resolution of the Board convert the whole of the said Shares into £450,000 of fully-paid Ordinary Stock and shall call in the existing Certificates for such Shares and issue Stock Certificates in exchange therefor.
- (iii) The proviso to Article 15 and the reference to such proviso in Article 16 shall be
- (iv) In Article 19 after the words "or without such security" therein apporting the following words shall be inserted namely "or by the issue of Print Slering Certificates part of the issue of such Certificates authorized by the Scheme of Arrangement" and for the sentence in the sum of the Scheme of Sand Ceptificates with the words "as the Ceptificates with the words "as the Ceptificates" the following shall shall be supported by the the time being "the following shall be supported by the time being "the following shall be supported by the time being "the following shall be supported by the be substituted namely "Provided that the principal amount at any one time owing be substituted namely "Provided that the principal amount at any one time owing "by the Company in respect of any monies borrowed or raised by the Directors (otherwise than by the issue of Share Capital or the Profit Sharing Certificates) "shall not without the sanction of the Company in General Meeting exceed £2,000,000.
- (v) In Article 26 the words "all Shares (not being fully paid Shares)" shall be substituted therein for the words "all the Preference Shares not fully paid up and upon the "Ordinary Shares whether fully paid up or not" therein appearing.
- (vi) The following words shall be inserted at the beginning of Article 50 namely "Without prejudice to the special powers conferred upon the Directors by Article 9 "with regard to the Shares in the present Capital of the Company therein mentioned."
- (ci) The following provise shall be added at the end of Article 51 namely "Provided to that the Beard may in their discretion in any case allow transfers of stack not being f 1 or multiples thereof and shall allow seek at ransfer when the transfer is transfer by any member of his whole holding of stack and such holding is not f 1 or or an exact multiple thereof.
- (viii) In Article 66 the figures "£100" shall be substituted for the figure "£1,000" therein
- (ix) In Article 150 the figure "£1" shall be substituted for the figure "£5" therein
- (x) In Article 1g8 for the words "out of the funds of the Company" therein appearing the following words shall be substituted namely "out of the net profits of the Company and the company of the company of the company of the company of the company and the dead of the same Article 1g8 the following the company of the company and the dead of the same Article 1g8 the following the company of t appearing. "words shall be inserted namely "All profits carried to reserve under this Article words shall be inserted namely. "All profits carried to reserve under the Article Allall and between the namelys of the Courty Debauties Stock for the time being allall and the courty Debauties Stock for the time being containing to the other hand belong solely to the members of the Company and many cit any time be applied by the profit of the company and the court of the courty of the court
- (xi). The following Articles shall be substituted for the existing Articles 160 161 and 162. 160. The net profits of the Company available for distribution in respect of any financial year or other period for which the accounts of the Company are
 - made up shall be applicable and shall be applied as follows namely:-(a) One half of such net profits shall be distributed amongst the holders of the Profit Sharing Certificates for the time being issued in proportion
 - to the number of such Certificates held by them respectively
 - (b) The other moiety of such net profits shall be applied in the first place in or towards payment of non-cumulative interest for such year or other period at the rate of 6 per cent, per annum on the Income Debenture Stock for the time being issued and outstanding and any balance of such moiety of profits remaining after payment of the full 6 per cent. such indicay or profits and interest for such year or other period on such income Debenture Stock shall (subject to the provisions of Articles 158 and 162a) be applicable in payment of dividends in respect of such year or other period to the members of the Company upon the shares or stock held by them in memores or the Company upon the shares or stock held by them in accordance with their respective rights and interests. The Company in General Meeting may declare dividends accordingly out of any net profits of the Company available for payment of dividends under the terms of this Article.
 - The net profits of the Company available for distribution under the provisions of the last preceding Article in respect of any such year or other period as therein mentioned shall be deemed to be the balance (if any) to

the credit of a properly drawn revenue or income account of the Company for such year or other period to which there has been carried forward any debit balance on the last preceding revenue account and in which there have debit balance on the last precoding revenue account and in which there have been debited as outgoings (in addition to all other outgoings including Directors; remuneration ordinarity debited to revenue occupied of such interest and any shifting most title First Mortgage Debentures (of such interest in the shifting most title First Mortgage Debentures for the time being outstanding (excepting only that if during the period before the new separator plant about to be insulfated by the Company has been executed base commenced to openine the Directors according to the Company has been expected by the company of the Company has been expected by the company of the Company has been expected by the company of the Company has been expected by the Company has that the whole or any part of the interest accurate upon the Para solvaged Debentures during such period might properly be charged to capital account the same may be charged to capital account in lieu of revenue account accordingly) and (b) any sum which the Company is bound to apply during such year or other period in the redemption or purchase of Income Debenture Streck and (c) such sum as an allowance for depreciation as shall in the opinion of the Company's Board of Directors for the time being be

- 162. All dividends shall be declared and paid according to the amounts paid on the Shares in respect whereof the dividend is paid but no amount paid on the Shares in respect whereof the divident is jated but no amount paint on a Share in advance of calls shall while carrying interest be treated for the purposes of this Article as paid on the Share. All dividends shall be apportioned and paid pro rate according to the amounts paid or credited as paid on the Shares during any portion or portions of the period in respect of which the dividend is paid but if any Share is issued on terms providing that it shall rank for dividend as from a particular date such Share shall rank for dividend accordingly.
- sóm. No larger strictions and the declared lines are recommended by the Chapter of the Chapter o to reserve and the provisions of Article 158 shall apply thereto.
- 162b. The Board may without any authority from the Company in General Meeting or otherwise whenever in the opinion of the Board the position of the Company and the profits earned by it so justify determine upon and make interim distributions of profits amongst the holders of Profit Sharing Certificates and of the Income Debenture Stock and the members of the Company on account of and in anticipation of the payments to which they will respectively become entitled under Article 160 upon the accounts for the current financial year or other period being made up.
- (xii) The following Article shall be inserted after Article 172 namely :-
 - The Profit Sharing Certificates shall not in any event confer upon the holders the right to participate or slare in any distribution of capital assets or monies of the Company on a winding up or otherwise.

Dated this 5th day of March, 1912.

By Order of the Board,

I. A. SELWAY,

Secretary.

DUNDERLAND IRON ORE COMPANY, LIMITED.

WE 19 20 SCHEME OF ARRANGEMENT. 1. The present Debenture issues and Share Capital of the Company are as follows:---DEBENTURE ISSUES. Six per Cent. Prior Lien Bonds £200.100 (Constituting a First Charge on all the Company's property and due for repayment at 110 per cent. on the 31st March, 1912.) SIX PER CENT. FIRST CHARGE DEBENTURE STOCK 500,000 (Constituting a Second Charge on all the Company's property and repayable at paron the 1st September. 1945, or earlier by the operation of a Sinking Fund of 1 per cent due to commence in 1912.) EIGHT PER CENT. SECOND CHARGE DEBENTURE STOCK 30.530 (Constituting a Third Charge on all the Company's property and repayable at par on the 1st March, 1918.) SIX PER CENT. FUNDED INTEREST CERTIFICATES issued down to the 29th February, 1912, upon the FIRST CHARGE DERENTHER STOOK (These Certificates are payable on the 1st September, 1945.) SECOND CHARGE DEBENTURE STOCK (These Certificates are pavable on the 1st March, 1918.) Total SHARE CAPITAL. 100.000 PRE-PREFERENCE SHARES of £1 each, none of which have been issued. 200.000 Six per Cent. Cumulative Preference and Participating Shares of £5 each, preferential over the Ordinary Shares as to repayment of Capital, all of which are issued and fully paid £1,000,000 200,000 Ordinary Shares of £5 each, all of which are issued 1.000.000 and fully paid

SCHEME.

£2,000,000

 The Company shall create a new series of Six per Cent. First Mortgage Debentures in Debentures of £10, £20 and £100 each, to the amount in the first instance of £700,000, but with power to increase such series to not exceeding £1,000,000 for the increase of the Company's plant and machinery or the acquisition of additional properties or for other capital purposes of the Company. Such Debentures to be repayable at 110 per cent. on the 30th September, 1942, or earlier by the operation of a non-cumulative Sinking Fund of 2 per cent. per annum, commencing in the year 1919 and to be applied in purchasing the Debentures on the market at or under 110 per cent. or in redeeming them at that price, but so that the amount of any saving effected by purchasing Debentures under 110 per cent. instead of redeeming them at that price shall be released from the Sinking Fund and shall not be applicable in purchasing or redeeming further Debentures. The Company also to be entitled at any time to redeem all or any of such Debentures at 110 per cent. on three months' notice. Such Debentures to constitute a first specific charge upon the properties constituting the fixed security for the existing Prior Lien Bonds and a first floating charge on the remainder of the Company's undertaking and to be secured by a Trust Deed in favour of the present Prior Lien Bond Trustees, framed in accordance with the draft already prepared and approved by them, with such modifications (if any) as the said Trustees or the Court may approve.

- 3. The Company shall also create a series of not crosseding 1,000,000 Profit Shall Certificates, conferring upon the holders of the Certificates for the time being Issued the right to receive rateshly one moiety of the nest profits of the Company available for distribution in respect of each financial year remaining after payment of the interest and Shinking Fund payments on the First Mortgage Debentures for the time being outstanding, and the sum to be applied as hereinafter mentioned during such year in the purchase or redemption of the Income Debenture Stock below mentioned and making such provision for depreciation as shall in the opinion of the Board of Directors of the Company be necessary but before payment of any interest on the Income Debenture Stock or carrying any sum to reserve a such Certificates not, however, to confer any right to participate in any distribution of capital assets of the Company on winding up or otherwise. Such Octificates shall be constituted by a Trust Deed in favour of the present Prior Lion Bond Trustees, framed in accordance with the draft already prepared, and approved by them with such modifications (If any) as such Trustees or the Court may approve.
- The Company shall also create a new series of £700,000 of Six per Cent. Non-Cumulative Income Debenture Stock, each year's interest on which shall be payable only out of the moiety of the net profits of the Company available for distribution in respect of such year not appropriated to the Profit Sharing Certificate Holders. Such Income Debenture Stock to be repayable at par on the 30th September, 1942, and the Company to be entitled to redeem the same in whole or in part at any time earlier on three months' notice by drawings at par or by purchase in the market at or under that price and to be bound to apply in such purchase or redemption of Income Debenture Stock in each year after the Sinking Fund for the redemption of the First Mortgage Debentures has commenced to operate a sum equal to the interest which would have been payable during such year on all First Debentures previously purchased or redeemed out of the Sinking Fund if the same had continued outstanding, and a further sum equal to any saving effected in the preceding year by purchasing First Debentures out of the Sinking Fund monies below 110 per cent. instead of redeeming them at 110 per cent. Such Stock to constitute a second specific and floating charge respectively upon the Company's property ranking behind the charges for securing the new First Mortgage Debentures and to be secured by a Trust Deed in favour of the Trustees for the present First Charge Debenture Stock, framed in accordance with the draft already prepared and approved by such Trustees, with such modifications (if any) as such Trustees or the Court may approve.

- 5. The Company shall issue to each Holder on the date when this Scheme becames effective of any of the existing Prior Line Bonds an equivalent amount at part of the new First Mortgage Debentures carrying interest as from the 1st April 1912 (up to which date the interest on such Prior Line Bonds shall be paid in cass)), together with 210 of Income Debenture Stock and 100 Profit Sharing Certificates in respect of each £100 of his holding of such Prior Lien Bonds, and so in proportion for a less amount. The balance of the said authorised series of new First Mortgage Debentures and Profit Sharing Certificates not required for issue to the Prior Lien Bondholders under this clause shall be at the disposal of the Debentures and Profit Sharing Certificates shall be set disposal of the Mortel Stophysical Certificates with the profit Lien Bondholders under this clause shall be at the Company, but so that not more than £389,900 of such Debentures and 399,000 of such Certificates shall be so disposed of by the Directors in the first instance.
- 6. The Company shall issue to each holder on the date when this Scheme between the control of the existing First Charge Debenture Stock or Second Charge Debenture Stock, £100 of the new Non-Cumulative Income Debenture Stock in respect of each £100 of First Charge or Second Charge Debenture Stock held by him, and so in proportion for a less amount.
- 7. The Company shall issue to each holder on the date when this Scheme beare effective of any of the existing Funded Interest Certificates, whether issued in respect of interest accrued on the First Charge Dubenture Stock or the Second Charge Dubenture Stock, an equivalent amount at par of the new Non-Camulative Income Dubenture Stock. No further Funded Interest Certificates shall be issued in respect of any interest accrued, or to accrue, on either of the said Stocks subsecuently to the 29th February, 1912.
- 8. No person shall be entitled hereunder to have issued to him any fraction of any Income Debenture Stock for a less sum than £1, and any Income Debenture Stock which would but for this present provision fall to be issued in fractions of £1, shall be sold by the Directors for the best price obtainable, and the not proceeds of such sale distributed pro rata amongst the persons who would otherwise have been entitled to such fractions under the provisions of this Scheme.
- 9. The holders on the date when this Scheme becomes effective of the existing Prior Lien Bonds First and Second Charge Debenture Stocks and Funded Interest Certificates shall be deemed and be bound to accept the issue to them of the new First Mortgage Debentures Profit-Sharing Certificates and Income Debenture Stock to be issued to them under this Scheme (logeliher in the case of Prior Lien Bondholders with the payment to them in cash of any interest accrued and unpaid thereon up to the slat! March, 1912, and in the case of any holder of any such securities with any eash, representing proceeds of Income Debenture Stock sold to avoid fractions, to which such holder is entitled in full satisfaction and ichisarage of all their rights and claims against the Company or its property in respect of their said existing securities, and shall against such issue deliver up to the Company to be cancelled their said existing securities.
- The capital of the Company shall be reduced to £450,000 divided into 200,000 issued Ordinary Shares of £2 each and 200,000 issued Ordinary Shares of 5z. each, such reduction being effected
 - (a) By writing off £3 of the £5 of capital paid up on each of the issued 200,000 Preference Shares and reducing the nominal amount of each such Share to £2, and by writing off £4 15s. of the capital paid up on each of the existing Ordinary Shares and reducing the nominal amount of each such share to 5s.

- (b) By cancelling and extinguishing altogether the 100,000 unissued Pre-Preference Shares of £1 each.
- (c) By cancelling all special rights attached to the issued Preference Shares (including in particular all rights to receive the arrears of dividend accumulated on such shares) and converting such shares into Ordinary Shares.
- 11. The Company's Articles of Association shall be altered in such manner as may be required to give effect to this Scheme, and in particular so as to provide for the application of the net profits of the Company available for distribution in respect of each financial year in accordance with the provisions hereof.
- 12. The Company shall pay all costs, charges and expenses of the Trustees of the Deeds securing the existing Prior Lien Bonds and Debenture Stocks of the Company of and incidental to this Scheme and to carrying the same into effect.
- 13. Upon this Scheme becoming effective (which expression as herein used means upon a copy of an Order of the High Court of Justice or of the Court of Appeal sanctioning this Scheme with any modification imposed or approved by the Court and assented to by the Company and confirming the proposed reduction of the Capital of the Company and approving such Minute as required by Section 51 of the Companies (Consolidation) Act, 1908, and also a copy of the Minute so approved, being duly filed with the Registrar of Joint Stock Companies as required by the said section), all the then existing rights and claims of the holders of the Prior Lien Bonds First Charge Debenture Stock Second Charge Debenture Stock and Funded Interest Certificates of the Company against the Company or its property shall by virtue of this Scheme be absolutely extinguished, and in lieu thereof such Bondholders, Debenture Stockholders and Funded Interest Certificate Holders shall have the rights, and the rights only, conferred upon them respectively by this Scheme, and all special rights, privileges, or advantages of any description attached to the Preference Shares in the capital of the Company, or the shares of reduced amount then representing such Preference Shares shall be absolutely cancelled and extinguished, and such shares shall be Ordinary Shares. And as soon as conveniently may be after this Scheme has become effective, and subject to their being paid all costs, charges and expenses payable to them, the Trustees of the Trust Deeds securing the Prior Lien Bonds and Debenture Stocks of the Company respectively, shall deliver up such deeds to the Company and shall execute and do all assurances, deeds, documents and things which the Company shall reasonably require for re-conveying and releasing to the Company the property comprised therein respectively, or any part thereof, freed and discharged from all principal monies and interest secured by and from all claims and demands under such deeds or any of them.
- 14. As soon as conveniently may be after this Scheme has become effective the Directors shall convert all the shares in the reduced capital of the Company into Ordinary Stock.
- 15. The Company may assent to any modification of this Scheme or to any condition which the Court may think fit to approve or impose.
- 16. Nothing in this Scheme contained shall affect any charge, lien, or security, except as herein otherwise expressly provided.

Dated this 5th day of March, 1912.

Mr Edison Regarding the scheme of reorganization of the Dunderland from Orel les Limited This mile have the effect of reducing the par value of the 6833 Ordinary Shares held by you from £ 5 to 5 thillings per share "The meeting to effect the reorganization was held man 19th the bary day your notice reached here It I Miller

DUNDERLAND IRON ORE COMPANY, LIMITED

CANADA HOUSE,

NORFOLK STREET, LONDON, W.C.,

24th August, 1912.

To the Shareholders, Bond and Stock holders.

DEAR SIR (OF MADAM),

I am instructed by the Board to place you in possession of the following information as to what has transpired concerning the Company's affairs since the Meeting held on 19th March last.

You have already been informed that the Scheme of arrangement was duly passed in a modified form, and the Petition for reduction of capital confirmed. So far as the holders of Prior Lien Bonds, Debenture Stocks and Funded Indorest Certificates are concerned, the Scheme provided that, if Mossrs. Fried Krupp decided not to participate, the security holders and creditors would be relegated to their respective original positions with the rights thereunder, except that the date for repayment of the principal moneys and premium secured by the Prior Lien Bonds was extended to the 31st January, 1913.

Messra, Fried Krupp's Mining Engineer made his investigation of the ore deposits during June and July last; and, although arrangements have been made for further tests with the Ullrich Wet Magnetic Separator to be carried out at Magdeburg, with ore mined by Messra. Krupp, they have informally notified the Company that they do not intend to exercise their option to participate in the finance of the Company.

Some of the ore deposits are stated by Messrs. Krupp to contain large bodies of ore favourably situated for open-cast working, but other deposits are said to appear to contain in places a large over-burden of waste rock, the removal of which would materially add to the cost of mining. In their opinion the ore deposits require further investigation, the expense of which they are not prepared to undertake.

Under these circumstances, and as the Company had no funds to carry out further investigations of the ore deposits, it was considered impracticable at this stage to open negociations with other parties.

The Prior Lien Bondholders consequently considered it necessary in their interests to apply to the Court for a Receiver to protect their security, and as the Directors were advised that they could not effectively oppose the application, they had no alternative but to conceur, as the property was considered to be in jeopardy. The Trustees for the various issues also concurred, and when the Motion was heard on the 3tst ultimo Sir William B. Peat was appointed Receiver and Manager on behalf of the Prior Lien Bondholders.

The property is undoubtedly of considerable value, especially now that a process has been found for effectively producing a high grade concentrate from Dunderland Ore.

The Company's waterfalls at Renfossen can be barnessed at a reasonable cost, and the consequent saving in production cost would be considerable.

The Directors hope that it will be possible to formulate a new Scheme of Capital Reorganisation, and as far as possible will assist the Receiver and the Trustees to that end.

Yours faithfully,

J. A. SELWAY, Secretary.

May 16, 1914.

Mr. H. P. Miller.

I hand you herewith the certificate for 336 shares in The New Dunderland Company, Ltd. together with a copy of a letter from The New Dunderland Co. to Sir G. Croydon Marks dated April 29, 1914 which explains why only 336 shares are sent to Mr. Edison instead of 6735.

Kindly acknowledge Receipty

DH/JU

FNCLS.

to Rock

[ATTACHMENT/ENCLOSURE]

COPY.

8. Old Jewry, London, E. C.

29th April, 1914.

Sir G. Croydon Marks, 57 & 58, Lincoln's Inn Fields, W.C.

Dear Sir,

PROFIT SHARING CERTIFICATES.

In reply to your favour of yesterday. Mr. Edison was the Registered Holder of 6,733 Ordinary Shares of £5 each. In 1912, by order of the Court, these Ordinary Shares were reduced in value from £5 to 5s. each and immediately thereafter were (with certain Preference Shares) converted into a uniform Ordinary Capital Stock. Mr. Edison's proportion of this Ordinary Stock was £1,683. 5. 0.

In accordance with the Scheme of Arrangement (copy of which is enclosed herewith), paragraph 15, One Profit Sharing Certificate was allotted to each £0 Stock, and Er. Edison's proportion of Certificates was 336 - a Certificate for which was sent to you.

I hope this information will enable you to give Mr. Edison's Legel Department a satisfactory reply.

Yours faithfully,

The New Dunderland Company, Ld.

J. A. Selway, Secretary.

OPTION TO PURCHASE Dec. 17, 1912 Covers property in Silver Lake, owned by Thomas A. Edison - Option to Federal Storage Battery Car Company

AS EVIDENCE OF THE EXCELLENCE OF THESE CARS, MR. EDISON HAS GIVEN TO US THE RIGHT TO THE EXCLUSIVE USE OF HIS STORAGE BATTERY FOR TRACTION PURPOSES

FEDERAL STORAGE BATTERY CAR COMPANY

BEACH CARS

EDISON STORAGE BATTERIES

Terrencer, 2122 Beauch B

EXPRESS: PREIGHT:
NITED STAYES EXP., BLOOMPIELD, N. J. ERIE, R. R., SILVER LAKE, H. J. NEI

NEWARK, NEW JERSEY

CABLE: SBAGAR, NEWARKNEWJERSE

aus 3/1)

SILVER LAKE, NEW JERSEY March 6, 1912.

Hr. Thomas A. Rdinon,

Orango, New Jorse Doues along the Visit for

About the use of the brildings here; we have been Rome slower oftenous going along, having our wood work mad and I find that it is too expensive that it was the right way to do, but certain parts of our wood work that we ought to make our selves. The parts that we should make are the simple parts; For instance, the sills of a car are very simple and easy to make, and the siding and roof boards and all of the parts in which comparatively little hand workis involved. Wherever there is machine work; that is, planer, nortising and tononing on this work, then we can do it very much cheaper than we can have it done outside. On the other hand, where an amount of hand work is required, like the windows and posts, them I think we can get it done out side cheaper than we can do it ourselves. It is not so much the question of getting it done chesply but getting it done when we want it and the heavy expense of cartage and drayage togother with the delays incident to coming through the proper time and keeping our force working uniformly all lead me to think that the proper thing to do was to mut in a small amount of machinery and do the work here

Thos. A. Edison -2.

and as the business grows add more and more to it. For after all, we are ranufacturers and our hope of profit and success lies in being manufacturers, and to make the case more concrete, we may Sjoberg say 51100 to furnish us knocked down the wood work for a body. How what Sjoberg roully changes us is his labor exactly what he pays for it plus 10%; he charges us for his materials plus 50%; he then charges us 15% profit and in addition to all of the above \$250 general expense. He is at the present time building five of these bodies for us. How as a matter of fact we have practically all of the general expense paid for hore. If we did this work it would not add one cent to the general expense, excepting rest of an additional building and the power. Our same foremen and sume bookkeepers and same draughtsmen would do all the work. How in order to do this, I have to have another building. There is a large amount of work apparently coming and it seems to me the best plen, if you are agreeable, is for us to take all of the four buildings. I don't see how we can get along with less. I notice that you are having stored a lot of material in this front building that we are not using, and I think there is plenty of room so you can store all that you want in the back end and we use the front for the machine shop. Kindly let me know if this will be agreeable. We could of course if you want the building in the Spring move out into another building that we could I have had a very good opportunity to get a lot of wood build. working rachinery cheap. A concern in New York failed and had about \$12,000 worth of machinory which is in good order and which I have bought

Thos. A. Edison - 3.

for 31500. It is just exactly what we want.

There is another feature in it and that is that it will give the generator over to the Chemical Yorks more load. They are all the tire kicking because we don't take more current and that will help, so all told it seems to me that the plan is a good one if you approve of our occupying the front end of the building which you have reserved for your own use.

Kindly let us know before you go to Florida and oblige, as the machinery should be here the latter part of this week.

Yours truly,

. H. Beac

в/₩

Mr Meadowcraft The Lieonie Factory has cost as follows Paid for land shuldings 908.25 Oct 1-Nov 20 1911 Aor 20 1912 \$ 4.127.50 Total including interest to Jany 1-1913 There is a mortgage on the property of 25,000.

dollint to me in accordanction of the num of one dollint to me in hamb guid, the rocely of which is barry solchowledged, I hereby give and grant to the redorn Storage Sattery Car Company, the option to purchase from me at any time before among the purchase from me at any time before among the street intended handledge of the control of the street of the street of the street of the control of the Merican Lake, New Jordan 1 egree that it madd Fedorum Storage Betrey And I egree that it madd Fedorum Storage Betrey are company shall sent it tend of the option within the time above mortional, price phich shall be equal to the same of the street of the shall be equal to the same of the street of the shall be equal to the same of the street of the shall be equal to the same of the street of the shall be equal to the same of the street of the shall be equal to the same of the street of the shall be equal to the same of the street of the shall be shall be equal to the same of the shall be equal to the same of the shall be equal to the same of the shall be equal to the sha

Storage Battery Gar Company shall exercise its privilege of purchase under this option, it will assume the mortgage of twonty-five thousand dollers now standing as a limit upon said property.

Thosa Colwon

We acknowledge the society of the

above afetini,

Firderal Storage Battern, lot &

Legal Series Richard W. Kellow File 1913

Correspondence — Real Estate for William L. Edison (1913) [env. 73]
Correspondence with John F. Monnot (1913-1919) [env. 114]
Assignment and Release from Rosanna Batchelor (1913) [env. 136]
Correspondence with John Cruikshank (1913) [env. 137]
License Agraeement with Henry B. Clifford (1913) [env. 139]
License from Frank L. Dyer and Jonas Walter Aylsworth (1913) [env. 146]

R.W.K. #73 CORRESPONDENCE, MAP, ETC OF PROPERTY
IN MORRISTOWN, NEW JERSEY
R. L. PACKARD - WILLIAM L. EDISON MAY 14th, 1913

SPECIALIST ON NORTHERN

W. B. LITTELL. TELEPHONE: CONTLAND 341

SO CHURCH STREET NEW YORK.

New York, May 16,1913.

H. T. Hiller, Esq.,

Edison Laboratory,

West Orange, N. J.

Dear Sir:

Enclosed herewith please find letter in which

the annual lease privilege is given to Mr. William L. Edison of property belonging to Mr. R. G. Packard.

This I trust will be satisfactory, and the lease will go into effect upon payment of first quarter's rent.

This I will be glad to forward and obtain satisfactory receipt for, if you will address envelope to me

Hoping this will be satisfactory, I remain,

Yours very truly, Little

Encl.

personally.

[ATTACHMENT/ENCLOSURE]

R. G. PACKARD, PRESIDENT R. G. PACKARD, JR., VICE-PRES.

C. P. BLEECKER, ENGINEER.

R. G. PACKARD CO., DREDGING.

FILLING LOW LANDS, SUBMARINE ROCK EXCAVATION. BUILDING AND REPAIRING DREDGING PLANT AND VESSELS. SHOPS AND BABIN FOR VESSELS, FOOT EAST 20TH STREET, BAYONNE, N.J. TELEPHONE, 114 BAYONNE.

OFFICE: HANOVER SQUARE BUILDING. TELEPHONE, 921 BROAD.

130 PEARL ST. 96 WATER ST. NEW YORK, May 14, 1935 .

FREIGHT RECEIVED AND DELIVERED PACKARD'S SIDING, BAYONNE, N. J., VIA LEHIGH VALLEY R.R.

Mr. W. B. Littell, 50 Church Street, City.

Dear Sire-

The accordance with telephone offer made May 9, I hereby lease for one (1) year from June 1, to Mr. William L. Maison, our place on Sussex Avenue, near Morristown, M. J., for the sum of Three Hundred Dollars (\$500) per anum payable quarterly in advance. The privilege is bareby granted for renewal of lease for another year at the same price.

The map enclosed describes more particularly the area included.

A. M. Miller:

Shis form is O.K. Bit in

order to five date send with the

Check at reserve the region by mr. Brekend

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June 1- 1913
DHolden

Orange, N. J., May 15

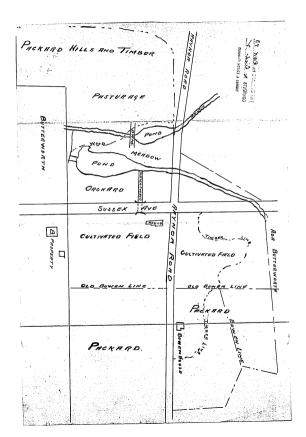
Received from Thomas A. Edison

Seventy fine an no/100 Dollars

Birch quarkers read of lease beginning June 1-1913 to the Edwin of fuglish,

5 15 The Dollars

Re David and





August 23, 1913.

Mr. Miller:-

I am handing you herewith:

I copy of agreement between T. A. Misson, Pidson Storage Fattery Company and J. F. Monnot and Edison Accumulators, Ltd. recarding the anles right of Edison Storage Interly partially signed, Mr. Monnot having taken three copies of meme to Green Exitain for the purpose of having hits directors affix their signatures thereto. The month of the purpose of having the month of the month

I em also handing you copy of contract existing between J. F. Romnot and the Arroll-Johnston Limited copy of the Arroll-Ghuston Bernot Bernot and the Arroll-Ghuston Grant Britain. Mr. Edison has approved this contract, and a copy of same with his approval has been taken by Dr. Monnot to Great Britain for his files.

I am handing you these two papers for safekeeping as Treasurer of the Edison Storage Eattery Company.

M. R. HUTERISON.

WESTERN UNION

ANGLO-AMERICAN DIRECT UNITED STATES

CABLEGRAM

Received at 16 BROAD STREET, NEW YORK

366BRP0

LONDON 76 FST 44 :

CLT ZYMOTIC

FOR EDISON NY.

SHARES OF COMPANY ALLOTED. NO PUBLIC SUBSCRIPTION WAS MADE. ADVERTISEMENT YOU SAW DAILY MAIL ONLY FOR INFORMATION AND TO COMPLY BRITISH RULES. FOR PAYEMENT DUE SHORTLY PLEASE DRAW THIRTY DAYS E STORM EDISON ACCUMULATORS LTD AS MONEY IN BANK

WESTERN UNION

ANGLO-AMERICAN DIRECT UNITED STATES CABLEGRAM

Received at 16 BROAD STREET, NEW YORK

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WESTERN UNION

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Received at 16 BROAD STREET. NEW YORK

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WESTERN UNION DIRECT UNITED STATES

ANGLO-AMERICAN CABLEGRAM

Received at 16 BROAD STREET, NEW YORK

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From London Cable

November 14th, 1913.

Edison -

Gapital stock subscribed one quarter paid up in Bank, second quarter has been called on allotment, third quarter due month later. Belance when called by Board of Directors according to terms of prospectua submitted to you and English practice.

We don't need money at present on which we would have to pay interest. Balance of stock in Treasury will be placed when required. Flease cable your acceptance to request or instructions. Here socured fine offices and show rooms. Opening next week.

Monnot .

Mr. Heat Mr. Galacon Toward 12

WESTERN UNION MERICAN DIRECT UNITED STATES

ANGLO-AMERICAN

CABLEGRAM

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Received at 16 BROAD STREET, NEW YORK PRED BATE

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FOR HUTCHISON OF

AUDK .

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WESTERN UNION

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ANGLO-AMERICAN

DIRECT UNITED STATES

CABLEGRAM

Received at 16 BROAD STREET, NEW YORK

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ZYMOTIC 64

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WESTERN UNION

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DIRECT UNITED STATES

Received at 16 BROAD STREET, NEW YORK

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CLT ZYMOTHE FOR HUTCHISON

NEWYORK

WILL SELL BATTERIES TO APPROVED VEHICLE MANUFACTORESS MARIMO ARRANGEMENTS WITH JIS TO DEVELOP MARKET WHICH WE HAVE CREATED A AND WHEN NOT CONFLICTING WITH AGREEMENTS MADE WITH BRITISH MANUFACTURERS NO MANUFACTURERS CAME HERE BEFORE DLD ALL

PIONEER WORK AND HAD TO MAKE AGREEMENTS HERE EXPECT PROMPT





Mr. Hutcheson Here is the answer, (actache)

[ATTACHMENT/ENCLOSURE]

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CABLE LETTER, W. U.T.CO.

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LONDON

WE ARE INVI FAMILIAR VERY
YOUR AGREEMENTS THERE, GENERAL

VEHICLE AND WAVERLY HAVE
OPENING FOR NUMBER OF TRYERS

CAN EQUIP EDISON WILL INSTALL

LEAD AND GUARANTEE PERFORMANCE
ON MAINTAINANCE BASIS EIVE
YEARS. MUST KNOW QUICKLY

IF CAN BUY EDISON FROM YOU.

CHECK RECEIVED. CONGRATY-

. HUTCHISON.

LATIONS.

11/19/13



ERVING NATIONAL BANK New York

CABLE ADDRESS:

November 19th, 1915.

Mr. Alva Edison,

Edison Laboratory, Orange, N. J.

Dear Sir:-

At the request of the London County & Westminster Bank, Ltd., London, and for account of the Edison Acumulator, Ltd., we enclose herewith our check to your order for \$25,000.

Kindly sign enclosed original and duplicate receipt, and return same to us promptly and oblige

Yours very truly,

per pro
IRVING HATIOHAL BANK,
New York

ENCLOSURE Nº32

WESTERN UNION

DIRECT UNITED STATES ANGLO-AMERICAN

LONDON 28 ZYMOTIC, 23717 FOR HUTCHISON,

INTERESTED HAS PROBABLY PEOPLE WE THEIR LONDON AGENTS

TO COOPERATE TOGETHER US





COPY

March 14th, 1916 AM-8-2256

Messrs. Thompson-Bachman-Stevens-Hutchison-File.

I have a memoradum from Mr. Edison reading as follows;

"On and after April ist, 1916, all goods <u>shipped</u> the discount to Konnot is to be increased to 24 and 25, being the

average discount now in this country. Notify him.

Please take notice:

Nr. Stevens will kindly notify Mr. Monnot-

Arthur Mudd

CC-Messrs. Veale-Mohr-Van Muiss-Maxham-Bremer-Flynn-Coggins-Miss Levy and Miss Conway.

March 16th, 1916

Mr. Arthur Mudd:

I have your memorandum of the 14th inst., Reference AM-8-2256, in which you advise that Mr. Edison has instructed that on and after April 1st, 1916, we are to increase the discount on all goods shipped to Edison Accumulators, Limited, to 24 and 24.

I interpret your memorandum to mean that we will allow 24% discount on complete cells and parts, with an additional % for each; the discount on electrolyte to remain the same, viz: 10%, plus 2% for each, and that this increased discount is to apply on all goods shipped to Edison Accumulators, Limited, we to continue delivering goods f.o.b. London, and assuming transportation charges, regular and war risk insurance.

I shall be pleased to have you advise me whether or not this same discount is to apply on the sales effected by Mr. Monnot covering the Paris Consignment stock. As I advised you over the 'phone, the expense of shipping goods to Mr. Monnot has increased from three to four fold since the war began, but I assume that Mr. Edison was thoroughly conversant with that fact when he decided to increase the discount.

If my interpretation of your memorandum is correct kindly advise me-

I am attaching hereto a copy of a letter I am addressing to Edison Accumulators, Limited, notifying them of the increased discount.

Walter Stevens.

Encl.

COPI

EDISON ACCUMULATORS, LTD.

London, 18th December, 1916.

Walter Stevens, Esq., Manager, Export Division, Edison Storage Battery Company, Orange, N. J.

My dear Mr. Stevens,

I daly received your two letters of the 10th and 22nd ult. and have noted contents. I am following up the two enquiries you have referred to us through our local agent in Sweden, and thouk you for having called same to our attention.

He A. H. Johnson & Conylory, 154., I note that Hr. Rail on without the to place there of the you under the towns of their agreement, at the other terms of their agreement, at the other terms of the terms of the place of the pl

We are perfectly willing, as I have already teld you, to eliminate phodesis and British Best Africa from the smeadment to our original agreement, as I understand that these are included in the territory of Messre, A. H. Johnson & Company, Ltd.

Be C. Sentes, the critical time was only my personal representative for the sale of the galachichetery, and no personant has been entered into since the first, or such that the continue, of course if it interfores with you have been continued by a continued by the continued with the continued of the course of

I hope you are not under the impression that I am trying to interfere with your department, but in this case it we not becomes this expression to am and with your knowledge when I was heading this territory and I wished to protect this firm, the have done a great deal to make the Sidemo hatery harms.

with best regards.

I remin, Yours very truly,

EDISON ACCUMULATORS, LTD.

(gigned)

. F. Monnot, Managing Director. EXPORT DIVISION OF THOMAS A. EDISON, Inc.

DIVISION:

Edison Laboratory

Memo. No. --

rerritory Assigned to Edison Accumulators, Limited. Date Jan. 26th, 1917.

Mr. R. W. Kellow:

I recently communicated with gdison Accumulators, and called their attention to the fact that in the American to the original agreement, we inadvertently anaigned to glicon Accumulators, i.M., the Servicey of this control of the American the American Communication of the American Communication of the C

In my communication f asked them to signify their willingness to eliminate porthum and gouthern Rhotesis and British Rest Africa from the Amendment to the original agreement and fund you herewith a copy of a latter received Fun Elican Accumulators, 164, and by referring to the third peragraph you will note that they are willing to eliminate the territory above mentioned from the Amendment to the ortifical agreement. Please extant this copy to the Amendment.

I am sending the original letter received from Battery Company, in order that he may attach same to his copy of the Edison Accumulator, Ltd. Agreement.

WALTER PROPERENS.

Encl.

W S

Form 1918-5M-12-16

,

Edison Storage Battery @.



IN REPLYING ADDRESS THE COMPA AND REFER TO

Eugust 22nd, 1919.

Edison Accumulators, Limited and John Ferreol Monnot,

London, England.

Gentlemen:-

In accordance with our rights under the provisions of paragraph (18) of the agreement between Thomas Aira Edison, Edison Storage Battery Company, Edison Accumulators, Limited, and John Ferreol Bonnot, dated the 20th day of September, One Thomas and Bine Hundred and Thirteen, we hereby notify you of the termination of the exclusive license granted by said agreement and all manufacents thereto, said termination to take effect intenty days from the date hereof.

Yours very truly,

EDISON STORAGE BATTERY COMPANY

By C. E. Sholes

Vice Press & General Manager.

Attest:

F. C. Grwin



I AW OFFICES

ILH-NEWARK 70

JOHN E. HELM

IDENTIAL BUILDING, 765 BROAD STREET, NEWARK, N. J.

952 NEWARK, N. J. 953 NEWARK, N. J.

April 26th, 1913.

Harry F. Miller, Esq., Secretary to Thomas A. Edison, Edison Laboratory, Orange, N. J.

Dear Mr. Miller:-

I am enclosing herewith a letter from Edward Q. & George M. Keasbey, which I have had in my possession for sometime, and of which I spoke to you over the telephone several times.

Kindly arrange to have this latter handed to Mr. SMison for his persual, and also let me know when I can see his and take the matter up with him. As you undoubtedly know I have been keeping this matter in aboyance because the longer he drags it out, the scount the Statute of Lindbation to probaing. I remainst any action that they might be able to bring.

I am sending you this letter marked personal, because I do not care to have the letter go through the other ohemnels which would be the case if I should have addressed it to Er. Edison.

Should you find time tomorrow morning, I wish you would telephone to Mr. Keeshey, that you have the same and the matter will be taken up the first part of nox week. As Mr. Edison has been very busy he has not been able to take up this matter, and he feels that it will take quite sometime to definitely decide just what he will do.

Mr. Keasbey may rest assured that an answer will be forthgoing sometime next week.

Very truly yours,

JEH/EH

EDWARD Q. & GEORGE M. KEASBEY LAW OFFICES ROOMS 1020-1025 UNION BUILDING 9-15 CLINTON STREET

TELEPHONES 4884 MARKET

NEWARK, N. J.

John E. Helm, Esq.

April 3, 1913.

Prudential Building,

Newark, N. J.

pear Mr. Helm:-

Our client, Mrs. Charles Batchelor of New York, is as you know, the owner of 248.44 shares of stock of the Edison Phonograph works. She has also 118.56 shares of the same stock in addition. These latter shares are now in the hands of the Mercantile Trust Co. of New York in pursuance of an agreement of which you have knowledge. Mrs. Batchelor, nearly two years ago was approached by persons representing Mr. Edison with a view to purchasing these shares, and she referred the matter to us. At one time counsel for Mr. Edison suggested to us a figure for the entire stock which would have amounted to the purchase of the 248.44 shares at a little over \$200. per share. We declined this offer and since that time have been in communication with you as representing Mr. Edison on this subject. He has recently submitted to us certain statements of the business of the Company on the face of which alone, the value of the stock is shown to be largely in excess of that figure. Meantime, you have promised to take the matter up with Mr. Edison and bring about some definite proposition.

Mr. Edison and his nominees have been for many years the directors not only of the Edison Phonograph works, but also of the Mational Phonograph Works, to which alone the products of the works have been sold, and Mr. Edison owns nearly all the stock of both companies. Mrs. Batchelor as stockholder in the Works, is of

EDWARD Q. & GEORGE M. KEASBEY LAW OFFICES BROWN 1020-1025 UNION BUILDING

ROOMS 1020-1025 UNION BUILDING 9-15 CLINTON STREET

TELEPHONES 4884 MARKET

NEWARK, N. J.

J. E. H .--- 2.

4/3/13.

course entitled to ask Mr. Edison for a full statement of the business between the two companies, and to have it made clear that the works has received all the profits to which it is entitled under the agreements made upon the organization of the Company, and she is also entitled to know during how long a period the works earned more than enough to pay 25% on its stock by reason of which she would be entitled to dividends on the 118.56 shares of stock held by the Mercantile Trust CO. It was in August, 1908 that Mr. Edison wrote to Mr. Eschelor that*the Company cleared over \$200,000. in 1907*.

Mrs. Batchelor wants only what she is reasonably entitled to, but she must insist on receiving her share of the profits which the Company earns, assuming it to be managed whosly in the interests of its own stock holders, and she is of course entitled to a full examination of the books relating to the subject.

she is, as you know, asking \$500.00 a share for her 248.44 shares, and on receiving this, she would surrender her interest in the 118.55 shares held by the Trust Co., but of a satisfactory settlement is not made without delay, she insists that we bring proceedings for discovery of accounts with respect to dividends and the assets of the Phonograph Works.

we hope that you will see Mr. Edison at once and give us an answer within the next ten days

Sin 2. Jan A Marshey

EDWARD Q. & GEORGE M. KEASBEY LAW OFFICES ROOMS 1020-1025 UNION BUILDING 9-15 CLINTON STREET

TELEPHONES 4004 MARKET

NEWARK, N. J. July 2, 1913.

John E. Helm, Esq.

Attorney for Thomas A. Edison.

Prudential Bldg., Newark, N.J.

pear gir :-

Enclosed herewith, please find original and copy of a letter this day received from Mrs. Batchelor in reference to the stock.

In this connection, I beg to say that I have had positive directions from her to begin suit unless this matter is closed up along the lines indicated and within the time stated in her letter.

CMK/A.

Yours very touly,

Goth Kensbey

Mr. Ser. M. Keasley.

Dear Sir,

I have received

Jam letter of June 30 th

and have decided to

accept 300. a share for any

248. 44 shares in the Edison

Phonograph Works, providing

the Mathe can be pattled

suppe I mil for Europe

in July 15 therefore authorize Jan to accept whis price if her bodion is pulling to hay it and, as you already know, I hant a crack pullement.

Very truly jours,

Possama Batchalo.

July 1st 1913.

My Edison

Mothelm will come

up Monday to talk with you

regarding this

Math

St. F.My

Kessey-

Orange July 14 1913

My offer of 282 for Mrs Botchelors stock parable in one year secured by bonds of the works the stock weelf the whole to be placed in Toust with a trust Co, and an advance payment of \$5000. is the brief I will do - This is very much more, in fact double what the slock could be sold for, + I only offer this large price because the Saving annually in our accounting dept well be about \$ 7000, this was explained to Who B over two as for the stock in years ago a brust Co- Who has no value Thever. hand it was extra stock would to give me voting Control -This a Color

July 15, 1913

Mrs. Rosanna Batcholor, New York City.

Dear Madam:-

I hereby offer to purchase the entire interest which your husband, Charles Batchelor, forestly had in or in relation to the Edison Phonograph Works, a corporation of New Jersey, the same consisting of the following:-

248.44 shares of the capital atock of said Edison Phonogreph Works formorly issued to Charles Batchelor, and reissued on November 4, 1912, certificate No. 133 to yourself, and now standing upon the books of said Edison Phonograph Works in your name.

Any and all interest which you, your husband, or his estate, or the beneficiaries thereof have or may have in any of the earnings or property of said Edison Phonograph Works at any time up to this date and growing out of the said stock interest or any part thereofrol.

All interest or claims in or in any way relating to 1185.6 chares of the stook in said corporation held by the Hercantile Trust Company under agreements between myself and usid Hercantile Trust Company dated respectively January 21, 1890 and April 8, 1890, including all rights under an agreement of April 8, 1890 between said Charles Batchelor and myself.

Any and all interest in the stock, earnings or property of said corporation under or by virtue of any interest in said 1185.6 whereas of its capital stock or in said agreement of April 8, 1890 between said Charles Batchelor and myself.

hereof.

In payment for the foregoing, I agree to pay the sum of \$70,226.53 as follows:-

\$5,226.53 in each, and my personal notes bearing interest at the rate of six persont and for the following assumts: One note payable six menths from date for \$12,000 to be delivered to you or your attorney on compliance with the provisions

Assume Batherone note payable six months from date for \$20,500.

" And One note payable one year from date for \$32,500.

These notes to be secured by the following collatoral, namely: \$55,000 in bonds of the Edison Phonograph Works which are secured by first mortgage on the plant of the Edison Phonograph Works at West Orange, New Jersey.

The notes (except the first note for \$12,000) and bonds referred to are to be deposited with the Parmers Lean & Trust Company of Now York City, who are to hold the bonds as collateral security for the payment of said notes until all of said notes have been fully paid with interest, at which time said bonds are to be returned to me. All payments upon said notes deposited with the Trust Company are to be made direct to the said Trust Company, who shall act as your agent for receiving such payments.

You are to deposit with the Farmers Loam & Trust Company south certificate No. 135 issued Hov. 4, 1912 for 246.44 chares of the capital stock of the Edison Phonograph Works, said certificate having been previously assigned by you in blank. You are also to deliver to the Permers Loan & Trust Company a cuttable in-

Extrement signed by all the propor parties and conveying to me all rolesing me from all.

(rights and claims which you, the estate of Charlos Batchelor, or any and all beneficiaries of the estate of charlos Batchelor have or may have for any interest in stock, earnings or property of said corporation under and by virtue of an agreement of April 8, 1890 between myself and Charles Batchelor, and including all interests in or claims upon 1185.6 shares of stock in said corporation now hold by Morcantile Trust Company under agreements between myself and said Morcantile Trust Company dated January 21, 1890 and April 8, 1890.

The said stock contificate for 248.44 shares, above referred to, together with the said instrument of conveyance and release to be held by said Trust Company to be delivered to me upon payment in full of the aforesaid notes with interest.

Vory truly yours,

Thomas Or Column

August 15, 1913.

Thomas A. Edison, Esq.,

West Orange, New Jersey.

Dear Sir: -

I, personally and as Executrix of the estate of my deceased husband Charles Batchelor, hereby accept the proposition contained in your letter to me dated July 15, 1913, and in accordance with the stipulations therein contained, I am placing with The Farmers' Loan and Trust Company certificate number 133 for 248.44 shares of the capital stock of the Edisn Phonograph Works standing in my name and endorsed in blank by me, and also a suitable instrument of conveyance and release which has been approved by your attorney and which is dated the 15th day of August, 1913.

Yours very truly.

Rosama Batchelor of the totale of Charles Batchelors by Frederick Gella Attorney in force.

JDS

ASSIGNMENT AND RELEASE OF ROSANNA BATCHELOR AND ROSANNA BATCHELOR, EXECUTRIX

THOMAS A. EDISON

DATED: August 15, 1913.

For approach Delos Hold Eu-Comusel for Shor a Edison

> DELOS HOLDEN COUNSEL

THIS INDESTURE made this /5th day of August, 1913 by MRS. ROSANNA BATCHELOR, of No. 35 West 26th Street, Olty, County and State of New York, individually and as Executrix of the Estate of Charles Batchelor, deceased, with THOMAS A. EDISON, of Llewellyn Park, West Orange, County of Essex, and State of New Jersey, WITNESSETH:

WHEREAS, I, Rosanna Batchelor, was on the 2lat day of January, 1910 duly appointed Executrix of the estate of Charles Batchelor by the Surrogate of the County of New York, State of New York and now on the duly appointed and qualified Executrix of said estate, a certified copy of the Letters Testamentary issued to me and showing my said appointment and present authority as Executrix being attached hereto as Schedule A hereof, and

WHEREAS, by the Will of my deceased husband, Charles Batchelor, of which estate I am Excoutrix, as aforesaid, a certified copy whereof is attached hereto as Schedule B hereof, all his estate, both real and personal, of whatsoever kind and character, was given, devised and bequeathed to me, Sosanna Batchelor, and to my heirs forever, by virtue whereof I became and am the sole beneficiary under the said Will, and

WHEREAS, prior to and at the time of his decease on the lat day of January, 1910, my deceased husband, Charles Batchelor, was the owner of 248.44 shares of the capital stock of Edison Phonograph Works, a corporation of New Jersey, and WHEREAS, by agreements made between said Thomas A. Edison and the Mercantile Trust Company of New York City dated respectively January 21, 1890 and April 8, 1890, oppies whereof are attached hereto as Schedule C and Schedule D hereof, said Thomas A. Edison deposited in the said Hercantile Trust Company 1185.6 shares of the capital stock of said Edison Phonograph Works to be held under a trust as set forth in said agreements, Schedule C and Schedule D, and which said 1185.6 shares of stock are still in the hands of said Mercantile Trust Company as Trustee under the agreements aforesaid, and

"HEREAS, by an agreement between Thomas A.
Edison and my deceased husband, Charles Batchelor, dated
April 8, 1890, a copy of which is attached hereto as
Schedule E hereof, said Thomas A. Edison granted to said
Charles Batchelor certain rights with respect to one-tenth
part of said 1885.6 shares of trusteed stock held by said
Mercentile Trust Company as Trustee and as fully appears
in said agreement, Schedule E, and

WHEREAS, upon my surrendering to said Edison
Phonograph Works its stock certificates issued to my said
husband, Charles Batchelor, Nos. 1, 44, 60 and 81 for
5. 25, 25 and 195, 44 shares of said capital stock respective
ly and amounting in all to 248.44 shares, the said Edison
Phonograph Works on November 4, 1912 reissued said stock to
me. Rosanna Batchelor, evidencing the reissue thereof by its
certificate No. 133 issued in my name for 248.44 shares of
its capital stock, and

WHEREAS, I am still the owner of the said 248.44 shares of the capital stock of the Edison Phonograph Works and of certificate No. 133 issued to me on November 4, 1912, and by virtue of the foregoing there is vested in me individually and as Executrix certain rights and interests,

NOW, THEREFORE, this is to witness that I, Rosanna Batchelor, individually and as Executrix as aforesaid of the estate of my husband, Charles Batchelor, for and in consideration of the sum of One Dollar to me in hand paid by the said Thomas A. Edison, and of other good and valuable considerations, receipt whereof is hereby acknowledged, have given, granted, transferred, assigned and conveyed and do hereby give, grant, transfer, assign and convey unto said Thomas A. Edison all and every interest in and to the aforesaid 248.44 shares of capital stock of said Edison Phonograph Works, and in and to the said certificate No. 133 issued to me on November 4, 1912, and any and all interest in and claims for, in and against any and all earnings and property of said Edison Phonograph Works at any time up to the date hereof and growing out of the said stock interest dr any part thereof, and all and every interest and claim in or in any way relating to the sforesaid 1185.6 shares of the stock in said Edison Phonograph Works held by the Mercantile Trust Company under the aforesaid agreements of January 21, 1890 and April 8, 1890, Schedules C and D respectively, and including all rights under said agreement of April 8, 1890, Schedule E, together with any and all interest in and claims for stock or earnings or property of said Edison Phonograph Works at any time up to the date hereof under or by virtue of any interest in said 1185.6 shares of its capital stock and under or by virtue of said agreement of April 8, 1890,

Schedule E, and also any and all claims, demands and causes of action against said Edison Phonograph Works which I now have and which arise out of previous ownership of said 248.44 shares of the capital stock of said Edison Phonograph Works or any part thereof, or which arise out of the aforesaid rights with respect to one-tenth part of said 1185.6 shares of the capital stock of said Edison Phonograph Works now held by said Mercantile Trust Company as Trustee under agreements of January 21, 1890 and April 3, 1890, Schedules C and D, or which arise out of said agreement of April 8, 1890, Schedule E.

AND BE IT FURTHER KNOWN that I, Rosanna Batchelor, individually and as Executrix as aforesaid of the estate of my husband, Charles Batchelor, in consideration of the sum of One Dollar and of other good and valuable considerations to me in hand paid by Thomas A. Edison, the receipt whereof is hereby acknowledged, have remised, released and forever discharged and by these presents do for myself, my heirs, executors and administrators remise, release and forever discharge the said Thomas A. Edson, his heirs, executors, and administrators, of and from all and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, claims and demands whatever in law or in equity which against them and each of them, I, my husband, Charles Batchelor, and the estate of my said husband ever had, , now have or which I, my heirs, executors or administrators hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the World to the day and date

of these presents, and which arise out of previous ownership of said 246.44 shares of the capital stock of said Edison Phonograph Works or any part thereof, or which arise out of the aforesaid rights with respect to one-tenth part of said 1185.6 shares of the capital stock of said Edison Phonograph Works now held by said Mercantile Trust Company as Trustee under agreements of January 21, 1890 and April 8, 1890, Schedules C and D, or which arise out of said agreement of April 8, 1890, Schedule E.

And I do hereby warrant and covenant that I have full power and authority to convey the property and interests herein assigned and to make and execute the within release.

IN WITHESS WHEREOF, I have hereunto set my hand and seal this / St day of August, in the year of our Lord, One Thousand Hine Hundred and Thirteen.

Sealed and delivered in the presence of:

Individually and as Executrix of the estate of Charles Batchelor.

Ay Friderick Gelle

_ ^

attorney in fact.

STATE OF NEW YORK)
(S.S.
COUNTY OF NEW YORK)

On this 144 day of August, 1913 before me personally came Frederick Geller, the attorney of Rosanna Batchelor, individually and as executrix of the Estate of Charles Batchelor, decessed, and who as such attorney executed the foregoing instrument, and acknowledged that he executed the seme as the act and deed of Rosanna Batchelor therein described, both individually and as executrix of the Estate of Charles Batchelor, decessed, by virtue of a power of attorney duly executed by the said Rosanna Batchelor, individually and as executrix of the Estate of Charles Batchelor, decessed, bearing date the 18th day of July, 1913,



Deleverma Morary Public (3527) New York County

Form 30, 3780-12 (ft) 5000.

Surrogates' Court,

COUNTY OF NEW YORK.

IN THE MATTER OF THE

ESTATE

CHARLES BATCHELOR,

Deceased.

(Certified copy)

Schedule B.

IN THE NAME OF GOD, AMEN.

MHOW ALL DEM BY THESE PRESENTS, that I, OHATLES HATCHENDS, of the City and State of New York, being of sound mind and memory and mindful of the uncertainty of life, do make, publish and declare this to be my last Will and Testament, in words and form following, to wit:

FIRST: I direct that all my just debts be paid.

SECOND: I give, devise and bequesth all my property both real and personal of whatsoever kind ena-concruever and wherover situate unto my beloved wife Rosanna Batchelor and her heirs forever.

THIRD: I hereby nominate, constitute and appoint my said wife Rosanna Batchelor the sole executrix of this my last Will and Pestament, and it is my wish that she be not called upon or required to give any bond or bonds as such.

IN TITLESS WHERROF I, CHARLES BATCHELOR, have to this my last Will and Testament consisting of one sheet of paper subscribed my name and set my seal this twelfth day of January eighteen hundred and eighty-seven.

CHARLES BATCHELOR (L.S.)

The foregoing Will of CHARLES INTERECT consisting of one sheet of paper was signed, subscribed and scaled by the seid testator CHARLES HATCHEROR in the presence of us and each of us, and the said CHARLES HATCHEROR at the Time of so signing, subscribing and scaling the same did in our presence and in the presence of each of us declare the foregoing instrument so subscribed signed and scaled by him to be his last Will and Testament and thereupon we at the request of the said testator in his presence and in the presence of each other sign our names hereto's a steering and in the presence of each other sign our names hereto's a steering

witnesses this twelfth day of January 1887.

John C. Tomlinson (L.S.) residing at No. 228 West 44th Street,
New York City.

Alfred W. Kiddle, (L.S.) residing at No. 7 East 130th Street.
New York City.

THE PEOPLE OF THE STATE OF NEW YORK, BY THE GRACE OF GOD FREE AND INDEPENDENT,

To all to whom these presents shall come or whom they may concern,

SEND GREETING:

KNO	W YE, That at the County of New York, on the 21st
day of	January in the year of our Lord one thousand nine hundred and
ten	before Hon. ABMER C. THOMAS,
a Surrogate	of our said county, the last Will and Testament of
	Charles Batchelor
deceased, v	ras proved, and is now approved and allowed by us; and the said deceased
	having been at the time of his death a resident of
	13 - 13 - 13 - 13 the granting
	of New York, by means whereof the proving and registering said will and the granting
a/lminiutuat	ion_of_all_and_einemiar_the_coods_absticle_and_oredits_of_the_said_testatOTand
Form B. G. M.	2337-13 (D) 8000
State of Scounty of	tetu Bork, } gg.:
I , I	DANIEL J. DOWDNEY, Clerk of the Surrogates' Court of
said Cou	anty, do hereby certify that I have compared the foregoing
	the last Will and Testament
of	CHARLES BATCHELOR, deceased,
A dmitte	charles ratorelor, deceased, det to probatenamary_21, 1910, and recorded in
T'h	or of Wills Page 330 (tagether with Letters Testamentary
Liber	ar of Wills Page 110 (together with Letters Tostamentary granted thereon)
	e original record thereof now remaining in this office, and
	und the same to be a correct transcript therefrom and of
the who	ole of such original record.
In	Testimony Whereof, I have hereunto set my, hand and affixed the Seal of the Surrogates' Court of the County of New York, this 7th day of August

in the year of our Lord one thousand nine hundred and thirteen.

10.08 (TO-5M

THE PEOPLE OF THE STATE OF NEW YORK.

BY THE GRACE OF GOD PREE AND INDEPENDENT,

To all to whom these presents shall come or whom they may concern,

SEND GREETING:

ten

KNOW YE, That at the County of New York, on the

in the year of our Lord one thousand nine hundred and January . . day of ABRER C. THOMAS, before Hon.

a Surrogate of our said county, the last Will and Testament of

Charles Batchelor

deceased, was proved, and is now approved and allowed by us; and the said deceased his death a resident of having been at the time of

the County of New York, by means whereof the proving and registering said will and the granting administration of all and singular the goods, chattels and credits of the said testator also the auditing, allowing and final discharging the account thereof doth belong unto us, the administration of all and singular goods, chattels and credits of the said deceased in any way concerning his will, is granted unto Rosanna Batchelor of the City of New York, N. Y.,

She being first duly sworn, well, faithfully and honestly executix in the said will named, to discharge the duties of such execut Tix.

> In Testimony Whereof, we have caused the seal of office of the Surrogate's Court of the County of New York to be hereunto affixed.

Witness, Hon. ABNER C. THOMAS, County of New York at said county, the 21st day in the year of our Lord one thousand nine January hundred and ten.

> Daniel J. Dowdney Clerk of the Surrogate's Court.

The Attention of Executors and Administrators is directed to the following Provisions of the Statutes:

REVISED STATUTES, PART 2, CHAP. 6, TITLE 3, ART. 1, 3 R. S. (7th Ed.), p. 2294.

- § 2. The exceedors and administrators of any testator or intestate, within a reasonable time after qualifying, and after giving the notice in the next section required, with the und of apprehers as appointed by the Sarregate, shall make a tries and perfect inventory of all the goods, chattles and credits of such testator or intestate, and where the same shall be in different and distant places, two or more such inventories as may be necessary.
- 8.3. A notice of such appraisement shall be served, five days previous thereto, on the legatees and next of kin, residing in the country where such property shall be; and it shall also be posted in three of the most public places of the town. In every such notice, the time and place at which such appraisement will be made shall be appearing.
- § 4. Before proceeding to the execution of their duty, the appraisers shall take and subscribe an oath, to be inserted in the inventory male by them, before any officer authorized to administer caths, that they will truly, honestly and impartially appears the personal property, which shall be exhibited to them, according to the best of their knowledge and ability.
- § 5. The appraisers shall, in the presence of such of the next of kin, logatese, or creditors of the testator or intestate as shall attend, proceed; to estimate and appraise the property which shall be exhibited to them; and shall set down each priticle separately, with the value thereof in dollars and conta, distinctly in figures, opposite to the articles respectively.
- § 6. The following property shall be deemed assets, and shall go to the executors or administrators, to be applied and distributed as part of the personal estate of their testator or intestate, and shall be included in the inventory thereof:
- Leases for years; lands held by the deceased from year to year; and estates held by him for the life of another person.
- The interest which may remain in this deceased at the time of his death in a term for years, after the expiration of any estate for years therein, granted by him or any other person.
 - 3. The interest in lands devised to an executor for a term of years, for the payment of debts.
- 4. Things annexed to the freehold, or to any building, for the purpose of trade or manufacture, and not fixed to the wall of a house, so as to be essential to its support.
 - 5. The crops growing on the land of the deceased, at the time of his death.
- 6. Every kind of produce raised annually by labor and cultivation, except grass growing and fruit not cathered.
 - 7. Rent reserved to the deceased which had accrued at the time of his death.
- Debts secured by mortgages, bonds, notes or bills; accounts, money and bank bills, or other circulating medium, things in action, and stock in any company, whether incorporated or not.
- Goods, wares, merchandise, utensils, furniture, cattle, provisions, and every other species of personal property and offects, not hereinafter excepted.
- § 7. Things annexed to the freshold or to any building, shall not go to the executor, but shall descend with the freshold to the hirs or devises, except such fixtures as are mentioned in the fourth sub-division of the last section.
- § 8. The right of an heir to any property not onumerated in the preceding sixth section, which by the common law would descend to him, shall not be impaired by the general terms of that section.
- § 9. Where a man having a family shall die, leaving a widow or a minor child or children, the following articles shall not be deemed assets, but shall be included and stated in the inventory of the estate, without being appraised:
- 1. All spinning-wheels, weaving-looms, one knitting-machine, one sewing-machine, and stoves put up or kept for use by his family.
- The family Biblo, family pictures, and school-books used by or in the family of such decessed person, and books not exceeding in value filly dellars, which were kept and used as part of the family library before the decesse of each person.
- 3. All sheep to the number of ten, with their fleeces and the yarn and cloth manufactured from the same, one cow, two swine and the pork of such swine, and necessary food for such swine, sheep or cow for sixty days, and all necessary provisions and feel for such widow or child or children for sixty days after the death of such decessed person.
- 4. All necessary wearing apparel, beds, bustonds and bedding, necessary cooking utensils, the clothing of the family, the clothes of the widow shill her ornaments proper for her station; one take, six chairs, where knives and forch, where plants, invite to accept and access, one segar dails, one milk pot, one ten pot and twelve spoons, and also other household furniture which shall not exceed one hundred and diff yoldnar in value.

John Gruikshank and Thomas A. Edison Relates to clain against Edison based on alleged invention of talking pictures

Shamokin, Pa., July 16th, 1913.

Mr Thromas A. Edison. Orange, N. J. Dear Sir:-

This letter is intended to avoid, if possible, publicity and the great excitement that would follow throughout the Country, if I should proceed as suggested by some of the best Lawyers of the Country.

But as I am of a retired nature, I thought that I would first ask you if you would kindly grant an order to the Chief Clerk of the Patent Office, Mr W. F. Woolard, to give me a copy of your specifications and sketches, together with all amendments, dates and data of your application, as it now stands for a patent on a "TALKING MOVING PICTURE MACHINE," as it appears in the secret archives of the patent office at the present time.

This order, Mr Woolard, declares I should have; then if it should be found that I have no cause for action, all publicity and a concequent extitement of litigation would be avoided.

Now, Mr Edison, I have no designs against you, neither do I envy your wealth, but you must surely know that I feel deeply interested in this patent.

It is now more than four and a half years since I wrote to you asking your help to complete a very valuable invention, that I was about to apply for patent on, and which I told you was directly in line of thought with some of your greatest inventions. I also told you that when completed, this invention would prove to be one of the most valuable patents that had ever been issued.

I knew that I had the basic principles alright; but as I was so very poorly fitted out to do the work necessary to complete the many details that would be required in order to make my invention as perfect as possible, and knowing that you were so thoroughly fitted out to do all such work, and feeling that it was very possible that you could do such work better than I myself could do it, I offered you a one-half interest in the patent as a consideration for such valuable assistance; and, that if you were in a position to accept such a proposition, you should appoint a time and place where we could have a meeting and I would than open up my secret to you with implicit confidence.

To the above referred to letter I received an answer through your Secretary saying that you requested him to write me that yandtime at the labratory was so uncertain, that it would be difficult for you to make such an appointment as I had suggested, and that you wished to know if I could not write you regarding the matter.

Well, this put me in a dilemma; not that I doubted your honeaty, but I did not feel that it was business to give my secrets to you before being informed that you would entertain my proposition; provided, you saw in my invention semething worthy, new and valuable, especially knowing that you had notified the world that you had retired from commercial or outside work.

So I took the matter up with Mr John Millen, of this place, and from whom I had received a letter of introduction to you, and after a very short conference with him, we concluded that you would not sak for, nor even allow me to give you my secrets, unless you was in a position to accept my offer, if you thought it new and valuable; and therefore, it was decided that it would be best to open up to you in perfect confidence.

Just at this time I had completed full specifications and rough sketches of my invention, which were addressed to Messre Munn and Company, of New York, from which they were to draw my application for a patent on what I called my "MILVING TALKING, MOVING PLOUBE MACHINE," after the talk with Mr Mullen, it was decided that in order to save time, and that if you should decide to accept my offer, that you might probably what to suggest some changes in the specifications, that I had better send the papers, which were addressed to Messre Munn and Company, to you, which I did, and trusted you as probably I would no other man. Of course, I felt importance and value of this invention, and very anxiously awaited your really.

Copy allablus linn_

Well, your answer came, and its contents was not only a great shock to no, but It filled me with astonishment and surprise in several different ways. I have this letter in your own handwriting, as well as the typewritten one by your secretary. The first, was written on the back of my specifications by yourself before turning it over to your Secretary to typewrite; both the pencil written letter and the typewritten letter are exactly the same. This letter began by asying 'you are too late' and that there were then several patents on "TALKING, MOVING PIGTURE MACHINES, want that you also had patented this combination, and then you went on with a slight description of principles on which they were worked, but when you spoke of your own, I was surprised to know that the beain principles of your own, I was surprised to know that the basic principles of the combination of the principles of the combination of the principles

However, I had no disposition to doubtyour word or honor, and believe that you had taken out such a patent, and that the basic principles were practically the same as that which I was about to apply for a patent on. I thought it would be simply trifling to make application for a patent for the same thing you declared that you had already patented. So that I wallowed my disappointment at the time and waited for this wonderful invention to be presented to the public.

After waiting quite a long time to hear that the pictures were on exhibition at least in an abbreviated form, \$\tilde{D}\$ became very impatient and asked Messers Munn and Company of New York, to furnish me with copies of all patents on talking, moving pictures machines that had been issued, and especially all those taken out by Mr Thomas A. Edison. I was surprised when informed by letter that accompanied all copies of such patents that could be found that Mr Edison had not taken out such a patent. This I thought must surely be a mistake and therefore I had three separate searches made after which they assured me that you had not taken out such a patent on any such combination; but it sight be possible that you had made application for same which was still in the secret Archives of the Patent Office.

Well, this made me still more anxious to see this patent, for up to this time I had no doubt of your having taken out such patent, so I took the matter up with the Patent Office, and after the exchange of several letters I was infromed that the Patent Laws do not fix any definite time within which a patent must be issued, and that by smending the application each year some patents had not spured for more than ten years. This, I am told, is evading the trae spirit of the Patent Laws, and if such smart practise is allowed by the Officials it would seem to me to be a first class case to be submitted for investigation, so that the law can be remedied if found defective and prevent sharp practises in the Patent Offices.

I have been advised to prepare all papers to be submitted in evidence; these papers will include the original specifications and sketches that were addressed to Mesers Munn and Company, but which were sent to you for your perusal, and by your returned bearing on its back, in your own handwriting, the answer to my letter which was also typewritten by your Secretary. I have also preserved a copy of the letter of introduction to you, as well as copiest fall appears will be included in the batch to be forwarded to Washington, with the necessary out attached.

Now, Mr Edison, I hope that youw will grant me the order requested above, because you know that I allowed my application to fall through your telling a that you had taken out a patent on practically the same though on principles as my invention, and you certainly know that the same through the two they are to write you of my proper all commercial work and, therefore, should have positively refused to hear my secrets.

I did not drop my patent because you stated that I "was too late," because none of those that were patented at that time were worth much, but because of the fact that you had written me, you had patented practically the same thing, and in the same way as shown in my sketch and specifications submitted to you.

If this should prove to be a mistake, I am informed by my lawyers and who are among the best in the Country, that there is not the slightest doubt that damages can be recovered; and, that the damages would be proportion to the importance of the patent in cuestion.

Hower, I am opposed to litigation, if it can be avoided; or, to giving a statement to the press at least before I have tried to reach the true merits of the case in the manner above suggested, because, I believe homest men should avoid dragging their private matters before the public, if it is at all possible to do so.

Therefore, I hope that you will grant the order for copies of the patent papers as requested, and I will not make any move towards jectigation until you have had a reasonable time to answer this letter.

Assuring you that I only desire that which is absolutely honest and just, I am,

Yours most respectfully,

Jno. Cruiteshante.

[ATTACHMENT/ENCLOSURE]

COPY.

Nov. 7, 1908.

Jno. Cruikshank, Esq., Shampkin, Penna.

Dear Sir:-

Your letter of the 5th instant requesting an interview received. Mr. Edison directs me to write you that he is so very busy that it is hard for him to accertain just what days he is at the Laboratory. Cannot you write a letter and mail it to him here.

Yours very truly,
(Signed) H. F. Hiller
Secretary.

[ATTACHMENT/ENCLOSURE]

сору.

Nov. 12, 1908.

Jno. Cruikshank, Esq.,

Shamokin, Penna.

Dear Sir:

Yours of the 9th instant regarding the combination of the moving-picture machine and phonograph received. In: Edison directs me to write you that you are too late, there are a number of talking-moving picture-machines already, being exhibited in this Country and several in Europe. He has patented the combination of the two, using a shaft connected phonograph and kinetoscope. Another party uses a cord to connect the two and others use only the phonograph and kinetoscope side by side.

So far the illusion is not very perfect and the public of not take to them very well. It will require years of experimenting to get perfect results. In conclusion he directs me to write that he has retired from work along commercial lines of will not be the man to work out the idea.

Yours very truly,

(Signed) H. F. Miller

Secretary.

P. S .-- I return herewith your letter to Munn & Co.

COLLEGION OF STREETINGS

July 23rd, 1913.

Mr. John Cruikshank,

Shamokin, Pa-

Dear Sir:-

Your favor of the 16th instant to Mr. Edison was recoived. He is very busy and in engaged from 18 to 20 hours a day on exceedingly important matters. Hence, I will reply to your letter myself.

receiving a constant stream of unsolidated and undestreal letters from inventors from all over the world. These have flowed in steadily on an average of six or seven a day. They come from inventors working on all kinds of devices in the world. They come from inventors working on all kinds of devices including the last the first three fathers are without the last the first three fathers cannot be sufficient to the first three fathers are withdrawn from his small; he never sees them, and I send a stereotyped reply to seach of the writers stating that his cannot be sufficient to the season of the writers attaing that he has more ideas of his count has he will ever be able to carry out, and as he ta obliged to work day and night to attend to his own that as the third of reply you would have received.

which the letter of his Secretary to you of November 12th, 1908 was based, he said "you are too-late" because he had in mind the many prior inventions for talking motion pictures patented abroad, and because of his own years of work and his pending applications. The intentions of the letter was be give you information and to suggest a line of the letter was be give you information and to suggest a line of the letter was be give you information and to suggest a line of the letter was be given by the product of the production of the production of the production of the production of the production of the production of the production. The production of the

Mr. John Cruikshank, Page -2-July 23rd, 1913.

based his talking picture appearatus on the papers you sent him you are pursuing a othera. He first projected the idea of talking motion pictures in the year 1887, and did once experimenting from that time on, and for a long time before your letters of Hovember, 1908 were received was working on the type of appearatus that he has since successfully senhoped.

of Hovember 18, 1908, that Mr. Adison had retired from commercial work, let me say for your information that we had someting of a joke on him about this. About that time he got a noting that he would devote himself to research work only, buthas a matter of fact he never changed him methods of work except to plunge into commercial work more deeply.

Let me suggest once more that you have copies of the foreign patents obtained for you. An examination of them may save you much useless trouble and expense.

Yours very truly.

Assistant to Mr. Edison.

P.S. -- I have just glanced hastily over a file of patents at hand and for your information will mention a few that were issued some years ago.

United STates Patent No. 656,762 issued to A. Baron, August 28, 1900, for taking and reproducing animated scenes and sounds. Application filed October 31, 1898.

French Patent No. 328,145, issued to L. Gaument & Co... November 18, 1902, for apparatus for synchronizing the phonograph and Finetosoppe.

English Patent No. 413 of 1905, issued to Oskar Messter for same kind of apparatus.

English Patent No. 206 of 1907, applied for January 3, 1907 by Leon Gaumont for same kind of apparatus.

French Patent No. 275,8889, applied for March 19, 1907 by Oswaldo de Faria for apparatus of the same nature.

Mr. John Cruikshank, Page -3-July 23rd, 1913.

These are but helf a dozen which I have picked up at random. Scorms of similar patents were issued in the United States, England, France and Germany in the early part of the last decade. For many years past it has been possible to obtain patents only on minor details of apparatus for producing staking pictures by synchronizing the phonograph and rinetoscope.

[ATTACHMENT/ENCLOSURE]

MEADOW CROFT. You better have Munn? gets you copies of foreign paleuls on sking Victures you



THE UNIVERSAL Shade-Holder Company

The Cruikshank Patent

Mr.Thomas A.Edison. Orange N.J. MEADOW OROFT

Dear Sir:-As the last letter written to you by my Attorney just reached you when you returned home sick, we could not expect an answer within the time limit given you, and as I did not wish to take any advantage, I advised you that my Attorneys would not be allowed to move in the matter before we were advised that you were able to resume your work. So the my Attorneys appear to think that I am showing a great weakness, yet I have declared that they should wait for only 10 days more, for even the you have ignored my letters, I would at least convince you that I am not trying force you into litigation by "declaring an Interference", just for the sake of persecuting you as you show in your "Forty Years of Litigation" that so many inventors have done even by "False Oaths", and "Corroded Models and all such fraud. Nothing of this kind will appear in this Case, provided you force me to appeal to the Law , because we will produce only the origional Specifications and Sketches, which were prepared for and addressed to Mesrs Munn & Co. of New York, from which they were to make out my application for a Patent on what I called my "Living, and Talking, Moving Picture Machine", but at your request that I would write you of my Invention, and after I had again consulted Mr. John Mullen, we concluded to trust this whole batch of papers to you, so that if you should accept my offer, you would likely wish to suggest some changes in our

specification, and possibly the Sketches .

Woll, when, you returned these papers, received terrible shock, for in this Patent I had visions of millions of Dollars, yet I saw in your own hand-writing the dictation of your reply to me. This was written on the back of the specification to can dwinch I have preserved. This answer statch have caused me to abandon my invention, or the saw of the standon with the saw of

find that no such a Patent had been taken out by Mr Edison. Now Mr.Edison if I had entertained any reasonable doubt of your not having had such a Patent at that time, I certainly would have pressed my claim for a Patent at that time, and this is why the golden opertunity was lost, by confidence . Then again, Mr. Edison, you know that you gave as your reason for not being able to join me in this matter that you had "Retired from Commercial work", but you certainly knew this when you asked me to write about all concerning my Patent, Now Mr. Edison if you will take the trouble to inquire ,you will find that I am strictly honest, and upright in all my dealings with everybody, and very easy to get along with, but do you not think under all the circumstances here related, that it is but natural that I should have a desire to see a Copy of your Patent, and yet, this is all that I am asking. If you will kindly grant this request, my attorney has told you that if we find the dates to be all right, and that there should be no cause for action, that will end it all. Thus we, by acting reasonable might avoid expensive litigation. and that is what both of us have declared that we dislike. Therefore, I will promise that even if the dates are confusing for the sake of avoiding Courts, and Law, and Lawyers ,I would deal more than liberally with you, or I will even meet you now in an effort to wipe out even any supposed trouble.

Surely no person can do more, but I fully apprecise what the trouble will be if it ever gets into the Courts for I Gent not counting on much Bluff on either side, and therefore I mad making every effort to avoid the start, if it is possible. However, this will be my last appeal, and in conclusion, let express the hope that you are fully restored to health, of Course, I do not like to have my letters ignored, and for that reason I would be gratified to have a replay, even if to

say that you feel obliged to decline my request.
Hoping to have a line from you within 10 days, I am,

Very truly yours.

Ino Cruikshank

p.S. I wilh hope to hear from you then use I was compelled to assure any Lawyer that I would not restrain them from taking action longer than 10 days from this date. This action includes an Application for Patent, and Declaring an Interference, and simultaneously giving out my side of the controvecy to the Associated press, and at the same time, our Congressman will Ty to heve the Laws of the U.S.Patent Office investigated, all of which I hope will not be necessary.



Sout to have been brougard to Silve Please Reduction Confung by sustained in Marty States March 25,7914.

LICENSE AGREEMENT

MEMORANDUM OF AGREEMENT made this 3 of day of Accender, 1913, by and between THOMAS A.
EDISON, of West Orange, New Jersey, first party, and HENRY
B. CLIFFORD, of Denver, Colorado, second party, WITNESSETH:

WHEREAS, a certain process and apparatus for the treatment of ores to recover the valuable constituents thereof have been recently invented and developed by and under the direction of first party at the Edison Laboratory, West Orange, New Jersey, said process being hereinafter referred to as the "eforesaid process" and said apparatus as the "aforesaid apparatus"; and

WHEREAS, first party is the owner of a certain application for Letters Fatent of the United States relating to said process and appearatus, said application being entitled Method and Means for Unncentrating Ores, having been filed by first party on or about the 23rd day of May, 1912, and bearing Sorial No. 699,109; and

WHEREAS, first party is about to file an additional application or applications for Letters Patent of the United States on the aforesaid process and apparatus; and

WHEREAS, an agreement dated October 30, 1913 relating to the aforesaid process and apparatus was heretofore made and entered into by and between the parties hereto; and WHEREAS, the entire right, title and interest in and to the said agreement dated October 30, 1915 is owned by the parties hereto, and said parties desire to terminate and cancel the said agreement and the license granted thereby and to enter into a new agreement in lice thereof;

NOW, THEREFORE, the parties hereto have agreed and do hereby agree as follows:-

- (1) It is mutually agreed that the said agreement dated October 30, 1913 and the license granted thereby are hereby canceled and terminated.
- (2) First party hereby grants to second party the right and license to construct mills employing the aforesaid apparatus for installation and use in the following territory in Clear Creek County, Colorado, to-wit: The Griffith Mining District (in which District the towns of Silver Plume and Georgetown are located), said territory being hereinafter called "the aforesaid territory"; to install the said mills in the aforesaid territory; and to operate the same when so installed and use the aforesaid process in connection therewith for the treatment of ores of mines located within the aforesaid territory, except ores of the Colorado Central Mines Group and their extensions. The right and license hereby granted is strictly limited as aforesaid and applies only to the process and apparatus for the hydraulic treatment of cres, including classification and concentration of the same, invented and developed as aforesaid between the first day of July, 1911 and the date hereof, and shall also apply to any improvement in and relating solely to the aforesaid process and apparatus which may be perfected by first party during the year following the date hereof.

- (5) Second party agrees that either he or the assignee of this agreement will construct, install and begin to operate one complete aforesaid apparatus at Silver Flume, Colorado before the first day of June, 1914, it being understood that first party shall grant a reasonable extension of the period within which said complete apparatus shall be constructed, installed and operated, provided that proof satisfactory to first party is furnished to him showing that any delay in such construction, installation and operation was due to causes beyond the control of second party and his assignee, such as strikes, fires, floods and insyltable socidents.
- (4) It is mutually agreed that second party shall pay no royalty to first party for said right and license except upon amounts of crude ore treated in excess of one thousand (1000) tons per twenty-four hour day, and second party hereby agrees to pay royalties to first party upon all amounts of crude ore treated in said apparatus in excess of one thousand tons per twenty-four hour day at the rate of ten cents (10#) per ton on all such excess tonnage. Second party hereby agrees that he will at all times keep full, true and accurate books of account showing the number of tons of ore treated in said apparatus each twenty-four hour day, and that first party or his duly accredited agent shall at all reasonable times have access to said books for the purpose of examining them to determine and verify all entries relating to the operation of said apparatus and the tonnage of ore treated. Second party agrees that upon the 15th day of January, April, July and October of each year, he will make a full return (sworn to if required) to first

party showing the number of tons of crude ore treated in said apparatus in each of the mills each twenty-four hour day during the preceding quarterly period of three months. Said quarterly periods shall end December 31st, March 31st, June 30th and Soptember 30th, respectively, of each year. Second party agrees that with each such return he will remit to first party the sums due as royalties computed as aforesaid for the preceding quarterly period, it being understood that no royalties shall be due and psyable hereunder until the crude ore treated exceeds one thousand (1000) tons per day of twenty-four hours.

- (5) Second party and his assignee or its officers shall not sell stock to the public nor advertise stock
 for sale in order to raise money for the construction and
 operation of any of said mills, and shall not use first
 party's name in connection with the aforesaid process and
 apparatus in advertising matter or in the public press or
 upon second party's or second party's assignee's stationery,
 or in any other matter for distribution to the public, and
 shall neither directly nor indirectly use first party's
 name nor any part thereof in or as part of any corporation
 title, or firm or company name.
- (6) Second party shall have the right to assign the right or license granted hereby to a corporation now organized or to be horeafter organized under the laws of the State of Colorado and to be entitled the Silver Flume Reduction Company. Otherwise than as herein provided, the right and License shall not be assigned nor otherwise trans-

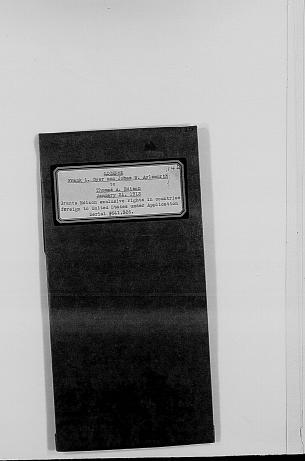
ferred except with the written consent of first party. An assignment in accordance with the provisions hereof shall vest all of second party's rights hereunder in the assignee, and all of second party's promises and obligations herein and hereunder shall be binding upon said assignee, but such assignment shall not release second party from liability hereunder in case of any breach by said assignee.

(7) Upon any breach of this agreement by second party or second party's assignee, first party shall have the right to revoke the right and license hereby granted, said revocation to take effect at the end of thirty days following the mailing of a letter (postage prepaid) containing notice of such revocation addressed to Henry B. Olifford, Denver, Colorado, or (in case this agreement shall have been assigned) to the Silver Flume Reduction Company at its registered office or other known address. Failure to make any payment which shall become due hereunder when the townage exceeds one thousand tone per day shall be considered a breach of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

Henry Lauraham
Witness to signature of
Thomas A. Edison

Witness to signature of Henry B. Clifford



LICENSE

WHEREAS, we, the undersigned. FRANK L. DYER, a citizen of the United States of America, residing at Hontelair, in the County of Essex, and State of Hew Jersey, U.S.A., and JOHAS W. ATLENDINTH, a citizen of the United States, residing at East Orango, in the County of Essex, and State of New Jersey, U.S.A., are the joint owners of the following named application for Letters Patent of the United States of America and the inventions covered thereby:-

HEULATING COLTOURDS, Serial No. 641,326, 21106, 301,229, 1010 to said Jones V. Aylamorth, a one-half interest being sesigned by said Jones V. Aylamorth can said Frank L. Dyer by an essignment excented July 27, 1911, and recorded on July 29, 1911 in Liber 3 87, page 24 of Transfers of Fatents in the United States Fatent Office;

and

MARC

THEREAS, THOMAS ALVA EDISON, a citizen of the United States of America, and a resident of Llewellyn Park, West Orenge, Essex County, New Jersey, U.S.A., is desirous of securing the horoinetter defined exclusive license and right in countries foreign to the United States of America;

NOW, "HEREFORE, THIS IS TO WITHESS that for and in consideration of the sum of One Dollar and of other good and valuable considerations paid by said Thomas Alva Edison to us, said Frenk L. Dyer and Jones W. Ayleworth, as full payment and in lieu of royalties and license fees under this license, receipt of which is hereby acknowledged, we, said Frenk L. Dyer and Jones T. Ayleworth, and each of us, have greated and do hereby grant to said Thomas Alva Edison, his heirs, assigns and other legal representatives, an exclusive license in all countries foreign to the United

States of America under the inventions of the said United States application, under any end all applications which shall be filed on said inventions in any and all said foreign countries, and under any and all Letters Fatent which shall be granted for said inventions and any of them, in any and all countries foreign to the United States of America, to the full end of the term or terms for which said license to be without payment of any royalty or license fee, and being defined and limited as follows:

The license and right in all countries foreign to the United States of America to employ any and all of the processes and methods of the above named application and inventions in the manufacture of alkaline storage batteries. parts thereof, including containers, and accessories therefor when manufactured for use only with alkaline storage batteries, and in the manufacture of trays for said alkaline storage batteries; to make any and all of the compositions of matter of the above named application and inventions for use in the manufacture of alkaline storage batteries, parts thereof, including containers, and accessories therefor when manufactured for use only with alkaline storage batteries, and for use in the manufacture of trays for such batteries, and to use and vend alkaline storage batteries, parts thereof, and said accessories and trays in which said compositions are employed; and to make, use and vend articles embodying the inventions of the above named application and constituting parts of alkaline storage batteries, and including containers, accessories therefor

when manufactured for use only with alkaline storage batteries, and trays for said alkaline storage batteries, and as thus defined and limited, the license and right hereby granted is exclusive in said Thomas Alva Edison.

IN WITHESS WHEREOF, we, the undersigned, have hereunto signed our names this 21st day of January, 1913.

Fredrick R. Clone

(Witness to signature of Frank L. Dyer)

Jours Wayleworth

to signature of Jonas W. Aylsworth)

State of New York) : ss.: County of New York

On this 13th day of May

1913, before me personally appeared FRANK L. DYER, to me personally known, and known by me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the purposes therein set forth.

Katherine J. Carter NEW YORK COUNTY No. 657 NEW YORK REGISTER'S No. 5171 Germ shires murch 30, 1915

on this 21 st agy of January

State of New Jersey 88.: County of Essex

1913, before me personally appeared JOHAS W. MYLSWORTH, to me personally known, and known by me to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the purposes therein set forth.

> OUTABLY GUBILL, STATE OF HEW JERSEY. COMMISSION EXPIRED SEPT. 5, 1917

LEGAL DEPARTMENT

ORANGE, N. J. July 16, 1913

Mr. Harry F. Miller, Laboratory

licenses as follows:

Dear Sir:

The designation of the state of I enclose herewith, for your files, origin

FRANK L. DYER and JONAS W. AYLSWORTH to THOMAS ALVA EDISON (license and right in foreign countries) under application Serial No. 641,326, entitled Insulating Compounds, license executed January 31st, 1913.

HALOGEN PRODUCTS COMPANY to THOMAS ALVA EDISON, (license and right in foreigm countries) under application Serial No. 691,728 , entitled Rubber Compositions and Their Production and Utilization, license executed May 13th, 1913.

Very truly yours,

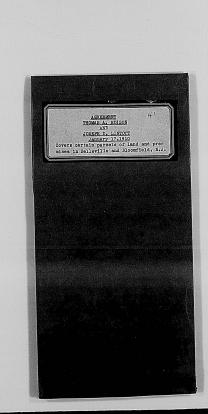
MJL

Henry Panahan

Kindly acknowledge receipt.

Legal Series Richard W. Kellow File 1914

Agreement with Joseph D. Lintott (1914, 1916) [env. 41]
Correspondence from Andrew Plecher (1914-1915) [env. 74]
Settlement – Estate of Josieh C. Reiff (1914) [env. 141]
Agreement – Edison Storage Battery Co. and Pennsylvania Railroad Co.
(1914) [env. 143]
Agreement with Accumulatoren-Fabrik Aktiengesellschaft (1914) [env. 144]
Agreement with Bankers Trust Co. (1914) [env. 148]
Deed from Tustees of Sussex County Iron Co. (1914) [env. 150]
Deed from Ogden Iron Co. (1914) [env. 151]
Deeds to New Jersey Zinc Co. (1914, 1924) [env. 181]



IT IS AGREED by and between the parties to the within agreement made on the 17th day of January, 1910, between THEMAS A. EDISON, party of the first part, and JOSEPH D. LIMTOTT, party of the second part, that if the said party of the second part shall retain possession of the premises demised by said agreement under the terms thereof, he shall pay to the said party of the first part as rent for the year beginning January 17, 1914, the sum of 9400.

IN WITHESS WHEREOF, the said parties have measure to signed their names this 19th agree Subruan 1914.

Joseph & Liston

Witnesses to the signature of Thomas A. Edison.

H'HMiller

Witnesses to the signature of Joseph D. Lintott.

7 B Holland

DATE July 21, 1916

Jir. H. F. Miller

SUBJECT 11 - Mr. Eintott

Laboratory

Orange, New Jersey

Confirming telephone conversation of this after noon, we would inform you that 300.00 per annum has been agreed upon as the rental for the land now occupied by Mr. Lintott. Therefore, bills will be rendered every quarter for \$75.00.

I had the matter up some time ago with the Legal Department, relative to having some formal Agreement made out between Mr. Edison and Mr. Lintott, but the Legal Department advised under the circumstances it would be best not to have mal agreement, but just a verbal one.

Mr. Lintott has agreed to rent the land at \$300.00 annum under the condition that he is to give up any ortion, or all of it on receipt of reasonable notice from ir. Edison., Mr. Lintott called here this afternoon and says he is ready to pay the rent at the rate of \$300.00 per /year as soon as the proper bilds are rendered.

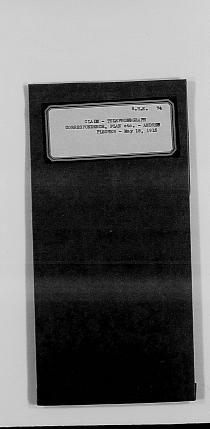
Enclosed herewith we teturn to you bill of July lst, for correction.

Mr. H. F. Willer

JVM/K

[ATTACHMENT/ENCLOSURE]

Form 10-5M				
	ORANGE, N. J., July 1, 1916.			
	Joseph D. Lintott, Esq.,			
	Silver Lake, N. J.			
	To Thomas A. Edison, Dr.			
			# 1161	5
	To Rental of Portion of Land & Buildings at			
	Silver Lake, N. J. from July 1, 1916 to			
	October 1, 1916.		ļ	
	Three Months		\$100.	00
			 	
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			1	
			<u></u>	
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Florinda, Fla. pia Frost Proof, Pla. Thomas a. Edison (W) Dear Sirp acquire this diaphragm for your phonograph. It has been recognized as separately patentable from the use in my telephones by the German and The U.S. and all the principle patent offices of the world. Make any arrangements with me just as you please and I shall sign over all rights for The phonograph to you to make, use and sell this my new diaphragm. Very sincerely, andrew Plecher. Encl. I shart of drawings.

[ATTACHMENT/ENCLOSURE]

Florinda, Fla, via Front Proof, Fla.

June 11. 1914.

Dia phragm.

how Fig. 7 C.

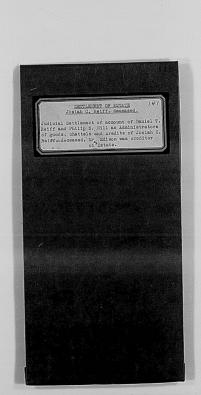
Tripple support

Tripple support

Contact.

This diaphragin is used in my telephonereceiver as well as telephone-transmitter.
Same has been acknowledged as seperately
patentable by the German, and M. G. and
all principle patent offices of the world,
all principle point of the Siaphragm is
The main point of the Siaphragm is
The may better is supposted so as to make
it a lever and thus make a distinct inner
and outer portion of same disphragm,
and outer portion of same disphragm,
with may have tongues and it may vary other
wise. For mucin as well as speech tongues of the
outer portion are a great advantage whilst the unit
portion is not cut. Andrew Plecher.

Robert Shere and collection from them Robert as allow thoronda, Fla., May 19. 1915. Thomas a. Edison. Meadocraft Orange, n. J. dook This up-Sear Sir:-My friends who know me as the inventor of the "Telephonograph" have sent me a newspaper in which same invention is called " telescribe" and is ascribed -I have still your letter in which you state that you have nothing at all to do with telephones, that you are out of that line. I have also recently (1914) addressed again several letters, giving particulars of this above named instrument, to you personally and to your company without having my letters returned or without receiving any reply whatsoever. I cannot explain or harmonize the newspaper article with your or your company's action, therefore I would ask you to state that The news paper article referred to is in error. yours very truly, (his new Plecher. Mir Edison wohung E Cellers we have had from this man, you will See he has been very persistent. W. Helleadower of ellay 25/15



4-13-3M SURROGATE'S COURT: NEW YORK CO. Due and timely service of within. IN THE MATTER is hereby admitted on this _____day of 191 Attorney for Judicial Settlement of the Account of Daniel T. Reiff and Philip S. Hill, as administrators of the goods, chattels and credits which were of Josiah C. Reiff, Deceased. CLERK'S INDEX NUMBER COPY ACCOUNT. of which the within is a copy, was duly filed and entered in the office of the Clerk of the GRIGGS, BALDWIN & BALDWIN Attorneys for GRIGGS, BALDWIN & BALDWIN 27 Pine Street, Atterneys for Administrators. New York City 27 PINE STREET NEW YORK CITY FILE ENVELOPE No. .. 1.44 CONTENTS No...... THUMAS A. EDISON (Parannel)

SURROGATE'S COURT: NEW YORK COUNTY.

IN THE MATTER

Wol 1

of the

Judicial Sottlement of the Account of DANIEL T. REIFF and PHILIP S. HILL, as Administrators of the goods, of hattels and credits which were of JOSIAH C. REIFF, Deceased.

TO THE SURROGATE'S COURT

OF THE COUNTY OF NEW YORK.

WE, DARIEL T. REIFF of Kokeme, County of Howard and State of Indiana, and PHILIP S. HILL of the Borough of Manhattan, City, County into State of New York, do render the following account of our proceedings as administrators of the goods, chattels and credits which were of Joslah C. Reiff, deceased: On the 18th day of March, 1911, letters of administration were issued to us. On the 28th day of June, 1911, we caused an inventory of the personal estate of the deceased to be filed in the office of the clerk of this court, which personal estate therein set forth amounts, by appraisement by appraisers duly appointed, to \$99,550.38.

Sobsdule A, hezeto annexed, contains a statement of all the property contained in said inventory sold by us at public or private sale with the prices and manner of sale, which sales were fairly made by us at the best prices that could then be had with due diligence as we then believed; it also contains a statement of all the debts due the said estate mentioned in said inventory which have been collected; and also all interest or moneys received by us for which we are legally accountable.

Fol 4

Schedule B, hereto annexed, contains a statement of all debts in said inventory monitioned not collected or collectible by us with the reasons why the same have not been collected and are not collectible; and also a statement of the articles of personal property, mentioned in said inventory, unsold and the reasons of the same being unsold and their appraised value; and also a statement of all property mentioned therein lost by accident without any wiiful default or negligence, the cause of its loss and appraised value. No other assets than those in said inventory, or herein set forth, have come to our possession or knowledge, and all the increase or decrease in the value of any of the assets of said deceaned is allowed or charged in said Schedules A and B.

Schedule C, hereto amexed, contains a statement of all moneys paid by us for funeral and other necessary expenses for such estate, together with the reasons and objects of such expenditures. On or about the 25th day of April, 1911, we caused a notice for claimants to present their claims against the said estate to us within the period fixed by law and at a certain place therein specified to be published in two newspapers, according to law, for six months, pursuant to an order of the Surregate's Court of the County of New York, to which order, notice and due proof of publication, herewith filed, we refor as part of this account.

Schedule D, hereto annexed, contains a statement of all claims of creditors presented to and allowed by us, or disputed by us, and for which judgment or decree has been rendered against us, together with the names of all claimants, the general nature of the claim, its amount and the time of the rendition of the judgment. It also

contains a statement of moneys paid by us to oreditors of the deceased, their names and the time of such payment.

Schedule E. heroto annexed, contains a statement of all monoys paid to legatees, widoe or next of kin of the deceased.

schedule F. hereto annexed, contains the names of all persons entitled, as widow, legatee or next of kin of the deceased, to a share of his estate, with their places of residence, degree of relationship and a statement of which of them are minors and whether they have any general guardian and, if so, their names and places of residence. to the best of our knowledge, information and belief. Schedule G, hereto annoxed, contains a statement of

all other facts effecting our administration of said estate, our rights and those of others interested therein.

We charge ourselves as follows: \$99,550.38

With amount of inventory With amount of increase shown by Schedule A With amount of receipts not included in inventory as shown by Schedule A

5,216.98 9168,788.73

64,021.37

We credit ourselves as follows:

With amount of debts not collected and personal property unsold, as per Schedule B 607.50 3,867.99 With amount of Schedule C

With amounts paid to creditors as 148,373.54 per Schedule D 152,849.03

\$ 15,939.70 leaving a balance of to be distributed to the creditors of the deceased, subject to the deductions of our commissions and the expenses of

this accounting. The schedules which are severally signed by us are part of this account.

Respectfully submitted,

Fol 7

SCHEDULE D.

Claims against Estate.

	Creditor:	Nature of Claim:	Amounti	
	Sergeant Bros.	Lumber	\$ 79.37	
	C.A.Tatum	Money loaned	1,012.00	
	Frank E.Wilson	Services as mining engineer	300.00	
	Anna Woerischoffer	Money loaned	88,051.96	
	Milton Labaw	Powder	145.00	
	J.F.Reinhardt	Tailor Bill	19.65	
	George W.Pertain	Stationery	6.76	
	W.E.Connor	Money loaned	2,985.51	
The state of the s	Tucker Tool & Machine	CO. Machinery, etc. for mine,	411.34	
Service of the last	T.J.MoBride & Son	Books	58.75	
	Thos. A.Edison	Money loaned	61,160.58	
Contract of the last	Peerless Towel Supply	Towel service	1.50	
	Alfred B.Trigge	Judgment on note	3,340.71	_
-	Samuel Insull	Money loaned	14,491.61	L
A COLUMN TWO IS NOT THE OWNER.	Knickerbooker Apart- ment Co.	Rent	681.94	
1	Porker, Hatch & Sheehan	Services in Tele- graph suit,	13,259.24	
Ì	Carl H.Schultz	Mineral water	2.20	
	Dow, Jones & Co.	Subscription, to Wall Street Journal	9.65	
	Fred'k J. Stone	Services in Tele- graph suit,	9,075.00	
	Chas.L. Constant	Services as mining engineer	500.00	
	Mrs.Kate Murray	Laundry	4.00	_
			\$195596.76	
	II .			

		\$195,596.76
Lion Gardiner	Money loaned	910.60
John Markle	Honey loaned	1,040.83
Wallace, Butler & Bro	wn Services in Telegraph suit	30,000.00
Commercial Cable Buil	d- Rent,	187.50
Dr. Frank H. Daniels,	Services	75.00
Frank L. Stevens,	Stenographer,	73.80
Bound Brook Crushed S James L.Griggs,	Services	21,343.63 1,535.88 10.00
Remick, Hodges & Co.,	Balance of account	329.98
Elizabeth J.Wright,	Balance of note,	2,723.23
		\$253,827.21

PAID ON ACCOUNT OF CLAIMS:	
Elizabeth J.Wright	\$, 50,00
Drexel, Morgan & Co.	135,823.34
Estate of William J. Palmer,	12,113,20
Remick, Hodges & Co.	387.00
	\$148.873.54

Daniel J. Reight Ohlip S. Hill Administrators.

ACREEMENT Edison Storage Battery Co. Pennsylvania R.R. Co. & Allied Commanies

July 15, 1914
Covers purchase of A-SH type cells. Contract #1485

with

THE PENNSYLVANIA RAILROAD COMPANY

and

EDISON STORAGE BATTERY COMPANY

for

(Car Lighting Batteries)

FILE ENVELOPE No. 143-

To continue in force for thee (3) years, beginning August 21st, 1914 (and thereafter unless and until terminated by either party heroto)

CONTRACT NO. 1485

THIS AGREEMENT made the 15th day of July 1914. by and between EDISON STORAGE BATTERY COMPANY, a New Jersey corporation having its principal office at West Orange, New Jersey, hereinafter called "Edison Company", party of the first part and The Pennsylvania Railroad Company a Pennsylvania corporation having its principal office at Philadelphia. Pennsylvania, acting for itself and for its following named allied companies: The Northern Central Railway Company, Philadelphia, Baltimore & Washington Railroad Company, West Jersey & Seashore Railroad Company and for any other companies that may be during the life of this agreement controlled by or allied in interest with the said The Pennsylvania Railroad Company and that may elect to accept the provisions of this agreement, hereinafter called "Railroad Company" party of the second part. WIMESSETH:-WHEREAS, the Edison Company is engaged in

the manufacture and sale of Edison Storage Batteries; and WHEREAS, the Emilroad Compuny desires to purchase sets of Edison Storage Battery cells of the A-8H

purchase sets of Edison Storage Estery Seria of the martype from the Edison Company to be used for the purpose hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and of the matual promises herein contained, the parties hereto have agreed and do hereby agree as follows:

(1) This agreement shall continue for the term of three years from August 21st, 1914 and thereafter unless and until terminated by either party hereto at the end of said term of three years, or at any time thereafter, by eix months written notice given by either party to the other of its intention to terminate the agreement.

(2) The Railroad Company hereby agrees that it will purchase from the Edison Company allstorage battery bells which it and its aforesaid allied companies may require during the life of this agreement for the purpose of electrically lighting both present and new steam passenger train cars on all of the lines of the Pennsylvania Railroad System east of Fittsburg. The Railroad Company furthermore agrees for itself and its aforesaid allied companies that neither it nor they will use, sell or otherwise dispose of any atorage battery cells purchased hereunder except for the aforesaid purpose, and will not export nor sell nor otherwise dispose of any of said battery cells for export or shipment from the United States. It is, honever, mutually understood that nothing in this agreement shall operate to prevent the Railroad Company from purchasing such renewal parts as may be required for the lead batteries which it now onns.

The Railroad Company reserves the right to purchase a limited number of battery cells, (other than those herein provided for.) to be used for experimental purposes only. (3) The Edison Company agrees to sell and the Railroad Company agrees to purchase and pay for all Edison storage battery cells of the A-SH type and parts thereof ordered and supplied hereunder at the Edison Company's standard list prices in effect at the date of delivery hereunder of the battery cells to the Railroad Company, less a discount of twenty percent (20%), except that on electrolyte the discount shall be ten percent (100). The standard list prices of the Edison Company in effect at the date of this agreement are those included in the list marked "Exhibit A", attached hereto, and made a part of this agreement. The Edison Commany agrees that it will not increase its list prices for storage battery cells or parts thereof of the A-8H type during the life of this agreement. All payments hereunder to the Edison Company shall be net cash within thirty days from

date of invoice, with two percent (2) discount for cash within ten days from said date of invoice. It is agreed that if at any time hereafter the Edison Company shall sell 4-8H type Edison batteries to any other railroad customer for the aforesaid purpose at a lower price than that named in this agreement, then in case of such sale to another Railroad Company at a lower price, the Edison Company shall at once notify the Railroad Company and the price named in this agreement to the Railroad Compuny shall be correspondingly reduced, it being the intention of the present agreement that the Railroad Company shall during the life of this agreement pay no higher prices for the said A-SH type Edison batteries than those paid by any other railroad customer of the Edison Company for said batteries for the aforesaid pur pose.

For the purposes of this agreement, a full set shall consist of fifty A-SH type cells complete, including Positive and negative elements, separators, cans, terminal posts, connectors, jumpers and electrolyte, assembled and ready for use in eighteen trays, sixteen of which contain three cells each and two of which contain one cell each, each of said sixteen trays being substantially in accordance with the Railroad Company's tracing No. 47391, or in accordance with such modification thereof as may be acceptable to both parties. With each full set sold to the Railroad Company by the Edison Company shall be included two Westinghouse hand connectors #11557 complete, or in lieu thereof, other connectors acceptable to the Railroad Company. The sets shall be delivered to the Railroad Company full charged and ready for service. A half set shall consist of eight trays containing three cells each and one tray containing one cell. Two half sets are the equivalent of one full set.

(4) The Edison Company agrees to use reasonable diligence with its present manufacturing equipment and system in supplying to the Railroad Company such Edison storage battery cells of the ALSH type and parts thereof as the Railroad Company shall order hersunder. It is expressly agreed, however, that the Edison Company shall not be liable for any delay in supplying batteries hereunder due to any strike, fire, flood or any unavoidable cause, nor for any other delay unless caused by the failure of the Edison Company to use reasonable diligence as aforesaid. The Railroad Company shall have the right to obtain elsewhere such batteries as it may require for its service, in the event that the Edison Company shall be unable to make delivery of the batteries so required, but only during such period as the inability of the Edison Companyto make deliveries shall continue. All deliveries of battery cells and parts thereof supplied hereunder shall be f.o.b. cars Edison Company's factory, Orange, New Jersey.

(5) All type A8-H cells sold by the Edison Company hereunder will bear serial numbers as per list furnished by the Edison Company aith each shipment, and the Edison Company hereby guarantees (subject to the conditions herein contained, sach set of such cells supplied hereunder for which the price provided for in Paragraph Three (3) hereof shall have been baid, as follows:

Each set of such cells shall be capable of developing, turing the ten years following the date of its shimment from the Edison Company's factory, a capacity of not less than 200 ampre hours at the normal eight hour discharge rate of 37% unperes at a cost to the Railroad Company for the maintenance hereinafter defined not to exceed an average for cells purchased during any year of this agreement of \$242.30 per full set for the entire ten year period, it being agreed that in making capacity tests, the minimum limiting voltage for a full set shall be fifty-six volts and for half set twentyeight volts. The aforesaid cost of maintenance shall consist solely of all payments by the Railroad Company to the Edison Company for cans, trays, connectors, electrolyte. paint, and such othere parts as shall be necessary to restore any set of cells to a capacity of not less than 200 ampere hours at the normal eight hour discharge rate of 37% amperes. and no other charge or expenses shall be included. The Edison Company agrees that if the average cost of maintenance defined as aforesaid for all sets purchased during any year of this agreement shall exceed the sum of \$242.30 per full set prior to the expiration of a period of ten years from the date of shipment from the Edison Company's factory of any set purchased during such year, the Edison Company will thereafter furnish to the Railroad Company, free of charge. such cans, trays, connectors, electrolyte, paint and other parts as shall be necessary to restore to and maintain at a capacity of not less than 200 ampere hours at the normal eight-hour discharge rate of 37% amperes each and every set supplied hereunder during said year during the remainder of the period of ten years from the date of shipment from the Edison's Company factory of such set. All trays, cans, connectors, electrolyte, paint, and such other parts as may be necessary to maintain said batteries at the aforesaid capacity of 200 ampere hours shall be furnished f.o.b. Sunnyside Yard, Long Island, N.Y., except in those cases in which the Edison Company shall elect to make repairs at its own factory, in which case the cell or cells to be repaired shall be

delivered to the Edison Company, f.o.b. Sunnyside Yard. Long Island, N.Y., or Edison Company's Orange, N.J. factory. as the Railroad Company may elect. It is understood that in computing the aforesaid cost of maintenance, all items properly chargeable therein to all the cells furnished nuring any year of this agreement shall be added together and the Edison Company shall not be required to furnish any can, tray, connector, electrolyte, paint or other part free of charge until the aforesaid cost of maintenance of all cells furnished during the said year shall have amounted to the sum of \$242.30 multiplied by the number of full sets furnished during said year plus the sum of \$121.15 multiplied by the number of half sets furnished during said year, and thereafter only for such sets as shall have been shipped from the Edison Company's factory not more than ten years previous. By the expression "year of this agreement", is meant a full year of the agreement beginning August 21st.

It is mutually agreed that renemal of any mrt or parts of the said battery cells, cans, trays, commesters, electrolyte, etc., shall not be made until after a joint inspection of the same by representatives of both parties to this agreement, nor until such representatives have agreed that such renewals are necessary for the maintenance of the cells as aforesaid, except in such cases as may require the immediate renewal of some part or parts in order to protect the service for which these batteries are intended. Joint inspection shall be made at the point where the battery is reported defective, or at such other point as may be convenient to the parties hereto. All parts and material which it may become necessary to replace in accordance with this agreement shall become the property of the Edison Company, and shall be delivered to the Edison Company,

f.o.b. Sunnyside Yards, Long Island, N.Y., or at the Edison Company's factory, Orange, N.J., as the Railroad Company may elect.

The guaranty and agreement of the Edicon Company contained in this paragraph (Paragraph Pive) is subject to the following conditions and covers such cells only us to which such conditions shall be fatifically observed;

- (a) Cells installed in a manner approved by the Edison Company, it being understood that the Railroad Company's manner of installation at the date hereof is approved by the Edison Company.
- (b) Cells cared for and operated in accordance with the Railroad Company's "Electric Car Lighting Instructions", No. 4-16, said instructions having been approved by the Edison Company. It is matually agreed that the said instructions shill not be changed except with the mutual consent of the parties hereto.
- (e) Cells which, since their delivery hereunder, have been cared for and operated only by the Railroad Company and in service on the Railroad Company's lines, including cells furnished hereunder and afterwards sold to the Pullman Company, and which since their delivery hereunder have been cared for and operated solely by the Railroad Company and in service on the Railroad Company's Lines.
- (d) Cells to which the Edison Company's authorized inspectors and agents shall have access for test and inspection at all reasonable time.
- (6)It is mathally agreed that the guaranty and agreement by the Edison Company contained in Paragraph Pive (5) hereof shall not apply to any cell, can, tray, commestor, or other part which has been lost or damaged or otherwise affected so as to render the cell incapable of developing its

guaranteed capacity by reason of collisions, wrecks, fires, accidents, or causes foreign to the service for which the batteries furnished hereunder are normally intended, and do not apply to any damage to any cell, can, tray, or other part resulting from explosion of gas generated in the battery cell unless such explosion is caused by an internal defect in the battery cell. The Edison Company agrees to repair such damaged cells and parts thereof including trays, connectors, jumpers, cans and other accessories at its regular list prices in effect at the date of such repair, less a discount of thenty percent (20%), f.o.b. Orange, Headers of the percent (10%).

(7) If any battery cells purchased by the Railroad Company under this agreement shall be taken out of service because incapable of meeting the Railroad Company's pperating requirements in train lighting after a period of ten years from date of their purchase by the Railroad company from the Edison Company, the Railroad Company shall return said battery cells to the Edison Company, f.o.b. Drange, New Jersey, within sixty days after the same shall have been taken out of service. After such return of said battery cells, the Edison Company shall allow the Railroad company the sum of \$1.50 for each such cell, including trays, connectors, jumpers, etc. so returned, and each such cell, tray, connector, jumper, etc. shall become the property of the Edison Company. The Railroad Company agrees to return the cells as above whenever it is in its power to do so, but failure to do so shall entail no penalty if it is not in the power of the Railroad Company to return the same.

(8) The expiration or cancellation of this agreement shall not relieve the Edison Company from fulfilling the

aforesaid guaranty on all Edison storage batteries to which such guaranty applies purchased hereunder prior to such omnoclation and expiration.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

WI TWESSES:

EDISON STORAGE BATTERY COMPANY,

Walter S. Sutherland

By H.G. Thompson

Vice President,
Manager Railroad Department.

THE PENNSYLVANIA RALLROAD COMPANY,

Thos. S. MacGregor

By S. Porcher

Purchasing Agent

EXHIBIT "A"

Price List of Cells and Parts

ype	
l-mnosting links	
24 " 1.45	
Separator Valves, including Valve,	
Stem and Holder	
Perminal Lugs	
marion Considered in Nalve, Stemes	
Toldow Lid Spring and Pln	
Socket Wrench	
Disconnecting Jack 1.00	
5-cell 3.95	
	610.00
Electric Filling Apparatus, complete	6.00
	1.00
Electrolyte in drums containing 10 lbs. to the	
gallon	85
Esbalite paint per gal. (in 5 gal. lots and over	.40
Eshali te paint per gare (in b gare lots and over	

CONTRACT OF GUARANTY

FOR AND IN CONSIDERATION of the sum of One Dollar to me in hand paid by The Pennsylvania Railroad Company, and of the execution of the foregoing agreement by The Pennsylvania Railroad Company, said agreement being dated July 15th, 1914, and being with the Edison Storage Battery Compuny of which I am a stockholder, I. Thomas A. Edison, on behalf of myself, my heirs, executors and administrators, hereby guarantee unto said The Pennsylvania Railroad Company that said Edison Storage Battery Company. its successors, , assigns or other legal representatives shall well and truly in all things perform, fulfil and keep the guaranty and agreement of said Edison Storage Battery Company contained in Paragraph Five (5) of the foregoing agreement, which on the part and behalf of the said Edison Storage Battery Company, its successors, assigns and other legal representatives ought to be performed, fulfilled and kept according to the true intent and meaning of the same, with respect to the maintenance of Edison Storage battery pells of the A-SHtype which shall have been sold by said Edison Storage Battery Company to said The Pennsylvania Railroad Company under the foregoing agreement during the five year period beginning August 21, 1914 and ending August 20, 1919, provided, however, that my entire obligation and liability under this contract of guaranty shall not exceed a sum equal to five per cent (5%) of the purchase price which shall have been paid by said The Pennsylvania Railroad Company to said Edison Storage Battery Company for all cells of the A-SH type sold by said Edison Storage Battery Company to said The Pennsylvania Railroad Company under the foregoing greement, during the five year period beginning August 21, 1914 and ending August 20th, 1919, and provided further that

the amount of the aforesaid purchase price and the serial numbers of the cells to which this contract of guaranty shall apply shall be determined by an inspection of the books and records of the said Edison Storage Battery Company.

WITNESS my hand and senll this 13th day of July 1914.

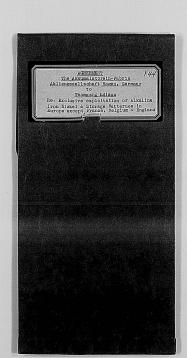
Signed by

Witness Thomas A. Edison L.S

Mr. Samuel Poroher,
The Pennsylaphia Raikala co. park

If in the event that our contract with you, your number 1485, shall continue in effect after August 20th, 1919, the Edison Storage Battery Company hereby agrees to furnish The Pennsylvania Railroad Company with a contract satisfactory to The Pennsylvania Railroad Company, guaranteeing the performance by the Edison Storage Battery Company of the covenants and agreements contained in the said contract.

Yours truly,
EDISON STORAGE BATTERY COMPANY,
By H.G. Thompson,
Vice President,
Manager Railrond Dept.



Marry Miller Coky

Marry Miller Coky

Marry Given this sury 28, 19

The Akdumalatoman - Patrik Nationgeocal schart.

Hogen, GERMANY

Gentlomen:

I agree to enfor into a contract with your Company, giving you the exclusive exploitation of my Alkaline Bickel Iron Storage battery in all the Countries of Europe except France, Belgium and England, and will not sell myself in such Countries during the continuance of the proposed contract; I will insert in the Englain, French and Belgium contracts that these Companies shall not export batteries in Europe outside of their own territory.

The consideration I shall require is that your Company will buy from the Edison Storage Battery Company the miskel and iron plates for all cells sold or used in the European Company controlled by you at a price not exceeding 10% added to the actual manufacturing cost of such plates, said costs to be determined by a public accountant at end of each year, we giving you a firm price good for one year, and a further consideration of 25 cents per cell for Emerging Outside of auch Countries and preventing others from operating therein.

To hold this contract from year to year you are required to use 7000 A-4 cells or their equivalent in the first year from date of the formal contract -

15,000 A=4 cells in the second year

25,000 A-4 " " third

40,000 A-4 " " fourth

and 80,000 per year thereafter. The contract to continue as long as such minimum amount of cells are used.

Batteries in submarines are to be excepted from the proposed agreement.

I will hold this offer to make such a contract open for 90 days from date, otherwise it shall expire.

Very truly yours

ATTACHMENT/ENCLOSURE]

They The accumulation Forbill aklunganceshoft, Hagen Per . Tagre to enter into a Contract with your Co, giving you the exclusive Explatation of my Alkalina Nickel From Storage battery in all the Countries of Emape Except France Bolgium and England or will not sell enject in such Colentrics during the continuance of the prespored contract I will mount in the English French & Balgum Contract that these Cos shall not Export batteries in Europe ocalvide of their ocon Territory - The Consideration Y shall becquire to that Your Co will bury from the Edward Storage battery Co The nickel Kron places for bee cells oold or

[ATTACHMENT/ENCLOSURE]

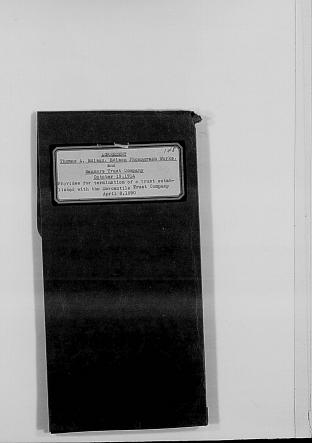
2

used in the European Co controlled

by you at a price not exacting 10% added to the actual Mag. Cost of such plates for cost, to be determined by a pullic accountment at End of each year. We giving you a firm price good for one year, and a further Bensideration of 25 cents per. Cell for running ordered contries a poderenting others from Eserating therein. Jo hold his contract from year to year you are required to use you are required to use you of 4 tells or their Espendent to the format year from class of the format year from costs of the format year from the cost of the format year from 15000 A4 with 2my year

[ATTACHMENT/ENCLOSURE]

Acoos in the 4th year and 80000 per year thoreafter, The Contract to continue as long as such minimum amount of calls are used Batteries in submovemes are to 68 Excepted from The percapoued agreement, to make such a contract Open for go days from date otherwise it shall Expire



WHEREAS on the 21st day of January 1890 an agreement was entered into by and between INOMAS A. EDISON of the Town of Orange, (West Orange) County of Essex and State of New Jersey, party of the first part, and THE MERCANTILE TRUST COMPANY, of the City, County and State of New York, party of the second part, a copy of which is hereto annoxed, said agreement providing for the establishment of a trust as to certain shares of stock of the Edison Phonograph Works, a copporation of New Jersey, and

WHEREAS said The Mercantile Trust Company was on the 10th day of August, 1911 merged into and consolidated with the Bankers Trust Company of the City, County and State of New York, and

WHEREAS said Thomas A. Edison and said Edison Phonograph Works desire that the aforesaid trust shall cease and determine as to the whole of the stock covered thereby;

NOW, THEREFORE, said Thomas A. Edison and said Edison Phonograph Works, through its proper officers, do hereby notify the said Bankers Trust Company that they desire that said trust shall immediately cease and determine as to the whole of the aforesaid stock covered by said trust, to wit, five hundred and ninety-two and eight tenths shares (592.8), and that the certificate evidencing the said stock shall be delivered by the said Bankers Trust Company to the said Thomas A. Edison.

Bankers Trust Company does hereby assign, transfer and set over unto the said Thomas A. Edison the

Williams on the Sist day of sentery lists on decrement raw, which is the by the decrement raw, which is the by that between Theorem A. Burnow of the fact of Simple, (Mark Drains) Country, of Mark and Chicken's Mark thereby and the

certificate heretofore delivered to it under said agreement of January 21, 1890, evidencing the said stock hereby assigned, transferred and set over, together with all the right, title and interest in the stock represented thereby, which certificate represents five hundred and ninety-two and eight-tenths shares (592.8) of the capital stock of the said Edison Phonograph Works, each of the par value of One Hundred Dollars (\$100.).

It is hereby agreed by and between the parties hereto that the aforesaid agreement dated January 21, 1890 be and the same is hereby cancelled and the parties hereto do hereby release each other from any and all obligatione and liability thereunder.

IN WITHESS WHEREOF, the aforesaid Thomas A.
Edison, Edison Phonograph Works and Bankers Trust Company
have caused these presents to be executed in triplicate
this 192 day of October 1914.

In presence of:

Story Asland

EDISOF PRONORMAN WORKS
BY Shory Clasen

President.

Secretary

RANKERS THUST COMPANY

By Manufacture

By Manufacture

Attest:

Trees A. Edison, Walter S. Dalloy Rad Wm. E. Gilmore, Burlytine Trustees unco dissolution of Sussex County from Company, to 100 pt. 1918 feb. 1818. Re. Property in Township of Sparts, Rei.

DCC. NO. 9844

DEED

THOMAS A. EDISON, WALTER S. MALLORY, and WILLIAM E. GILMORE as surviving trustees upon dissolution of the Sussex County Iron Company

CONTENTS No......

Dated July 64 1914

Received in the Clause offices of the County of Survey, 70 on the day of the A.D. 19/12 o'clock in the cooper noon, and Recorded to the cooper in the Recorded in Book G-11

of Deeds for said County, on pages 11, &c

JUL : 18 1914

RECEIVED

THIS INDENTURE made the 6th day of July, in the year Ninetoen Hundred and fourteen,

RETURES THOMAS A. EDISON of the Town of West
Orange, in the County of Essex and State of New Jersey;
WALKER S. MALIONY of the City of Easton, in the County of
Northempton, and State of Fonneylvania, and WILLIAM E.
GILMORE, of the City of East Orange, in the County of
Essex, and State of New Jersey, as the surviving trustees
upon dissolution of The Sussex County Iron Company, a
corporation organized under the laws of the State of New
Jersey, parties of the first part, (they being also the
holders and owners of the entire capital stock of the said
Company) and THOMAS A. EDISON of the Town of West Orange,
in the County of Essex and State of New Jersey, party of
the second part;

WITHESETH, that the said parties of the first part, in consideration of the sum of One Bollar, lawful money of the United States, and of other good and valuable considerations to them in hand duly paid by the party of the second part have, as surviving trustees upon dissolution of said The Sussex County Iron Company remised, released and forever quit claimed and do as surviving trustees upon dissolution of said The Sussex County Iron Company remise, release, and quit claim unto said party of the second part and to his heirs and assigns forever.

ALL that treet or percel of land and premises
hereinafter particularly described, situate, lying and being
in the Township of Sparta, in the County of Sussex and
State of New Jersey -

Butted and bounded as follows:
Being all that tract of land situate in the

County of Sussex lying on the Mountain to the westward of Mewfoundland about four miles and about fifteen chains to the south westward of the beginning place of a survey made for Thomas Kinney and returned to Abram Ogden on the 22nd any of December, A.D., 1772, at the request of said Kinney —

BESIMINE at a large square rock about five feet high lying in a sort of Gully about one chain South from a round low place and running from thence (1) South thirtyfour degrees west twenty chains (2) North fifty-six degrees west five chains (3) north thirty-four degrees East twenty chains (4) South fifty-six degrees East five chains to the Beginning.

Containing ten acres.

Being the same premises which were returned at the request of Cornelius Davenport and recorded at Amboy in Book S-6, page 312 &c.

TOGETHER WITH the appurtenances and all the estate and rights of the parties of the first part in and to said premises.

TO HAVE AND TO HOLD the above mentioned and described premises unto the said party of the second part, his heirs and assigns forever.

III WITTERS THEREOF, the said parties of the Agrat part have hereinto set their hands and seels the day and year first above written.

III PRESENCE OF:

Thomas G Classon.

Traderick Pachmann.

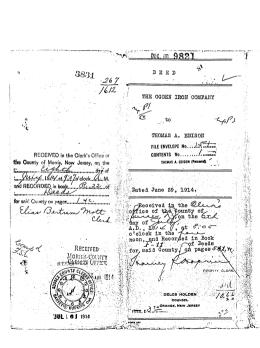
William E, Filmon

Surviving Trustees Upon Dissolution of The Sussex County Iron Company. STATE OF NEW JERSEY,)
: SS.:

BE IT REMNIHERED that on this & any of fully, in the year of our Lord, One Thousand Bine Hundred and Fourteen, before me the subscriber, an attorney-at-law admitted to practice in this State of New Jersey, personally appeared Thomas A. Edison, Walter S. Mallory and William E. Gilmore, the surviving frustees upon dissolution of The Sussex County Iron Company, formerly a corporation of the State of New Jersey, who, I am satisfied are the grantors mentioned in the within indenture, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and Solivered the same as their voluntary act and deed for the uses and purposes therein expressed.

An Attorney-at-law of New Jersey.





THIS INDENTURE, made the 29th day of June, in the year Mineteen Hundred and fourteen,

RETWENN THE OODEN IRON COMPANY, a corporation of the State of New Jersey, party of the first part, and THOMAS A. EDISON, of the Town of West Orange, in the County of Essex and State of New Jersey, party of the second part,

WITHESSETH, that the seid party of the first part in consideration of the sum of One Dollar leavel money of the United States, and other good and valuable considerations to it in hand duly paid by the party of the second part, hath remised, released and forever quit claimed; and by these presents does hereby remise, release, and quit claim unto said party of the second part and to his heirs and assigns forever,

ALL those tracts or parcels of land and premises hereinafter particularly described, situate, lying and being in the Townships of Sparts, Hardiston, and Jefferson, in the Counties of Sussex and Morris, and State of New Jersey:

<u>First Tract:</u> Being a certain tract or parcel of land situate, lying and being in the Townships of Sparta and Jefferson, in the Counties of Sussex and Morris and State of New Yersey:

Beginning at a point in the Horthwesterly line of the road to Sparta where the same bounds a certain percel or tract of land now or formerly belonging to one Keeper, running thence (1) along said road South thirty-three degrees and fifty-six minutes west, four hundred and forty-three feet; thence (2) Horth twenty-nine degrees west eight hundred and seventy-eight feet to a point, in the line of lands now or formerly belonging to W.K. Decemp; thence (3) along said line of said lands of said W.K.

one hundred and five feet: thence (4) North twenty-six degrees and thirty-five minutes West, seven hundred and two feet; thence (5) North fifty-two degrees and forty-eight minutes West, three hundred and thirty feet to a corner in the lands now or formerly belonging to one H.K. House; thence (6) North twenty-eight degrees and fifty-two minutes East sixty-seven hundred and seventy-seven feet to a point in the line of lands now or formerly belonging to one Linlot thence (7) along said line of said lands of said Linlot South twenty-three degrees and eleven minutes East . sixtysix feet: thence (8) North twenty-six degrees and twenty minutes Bast, nine hundred and fifty-eight feet: thence (9) South thirty-nine degrees and thirty-three minutes East. eighty-two hundred and seventy-one feet; thence (10) South forty-one degrees and nine minutes West eighty-five hundred and two feet; thence (11) North twenty-nine degrees West, twenty-three hundred and sixty feet to a corner in the lands now or formerly belonging to one Keeper; thence (12) North fifty-three degrees and thirty-nine minutes East, twenty hundred and twenty-six feet; thence (13) Borth twentyeight degrees and eight minutes West, twenty hundred and twenty-six feet to a point in the line of lands now or formerly belonging to one Hayes; thence (14) along said line of said lands of said Hayes, North fifty-two degrees and fifty minutes East, eleven hundred and twelve feet; thence (15) North fourteen degrees and fifty-one minutes West, eleven hundred and twenty feet, to a corner in the lands now or formerly belonging to one Sheldon; thence (16) North seventysix degrees and thirty-seven minutes East, thirteen hundred and seventy-one feet; thence (17) North twenty degrees and

five minutes West, twenty-three hundred and fifty-eight feet; thence (18) North eighty degrees and four minutes West, twelve hundred and seventy-two feet; thence (19) South fourteen degrees and fifty-one minutes East, eight hundred and one feet to a corner in the lands new or formerly belonging to one Hayes; thence (20) South forty-five degrees and sixteen minutes West, thirty-seven hundred and eight feet; thence (21) South thirty-one degrees and six minutes East, sixteen hundred and seventy-three feet to the place of Beginning. Containing nine hundred and eighty-two acres and nine-tenths of an acre of land more or less. Being that percel or tract of land known as the "Dopewell Tract" and designated on the map hereto annexed as "Tract Ho. 1."

Second Tract: Being a certain tract or parcel of land situate, lying and being in the Townships of Sparta and Hardiston, in the County of Sussex and State of New Jersey:

Beginning at a point in the sixth course of the first tract described herein and distant thirty-nine hundred and forty-seven feet from the beginning point, of the said sixth course, running thence (1) along said sixth course of said sixth course of said sixth the said sixth course of said sixth the said sixth course of said sixth the said sixth course of said sixth twenty-eight hundred and thirty feet to a point in the line of lands now or formerly belonging to one Linlot; thence (2) North twenty-three degrees and eleven minutes West, twenty-our hundred and twenty feet; thence (3) North eighty degrees and seven minutes East, twenty-one hundred and forty feet to a corner in the lands now or formerly belonging to one Jemes Sharp; thence (4) North fifty-three degrees and two minutes West, seven hundred and eighty-one feet; thence (5) North nineteen degrees and forty-one minutes East, seventeen hundred and eixty-eight

feet: thence (6) North thirty-eight degrees and fifty-nine minutes East eleven hundred and seventy-nine feet; thence (7) South eighty-five degrees and fifty-two minutes West, fifty-six hundred and twelve feet to a point in the line of lands now or formerly belonging to one Buckley: thence (8) South five minutes East, eleven hundred and eighteen feet to a corner in the lands now or formerly belonging to one Sauterman; thence (9) South three degrees and twenty-nine minutes East, six hundred and forty-six feet to a corner in the lands now or formerly belonging to one Scott: thence (10) South twelve degrees and eight minutes West, twenty-two hundred and twenty-one feet; thence (11) North sixty-eight degrees and fifty-one minutes West, nine hundred and twenty-five feet; thence (12) North twentythree degrees and five minutes East. eight hundred and thirty-five feet; thence (13) North seventy-one degrees and twenty-one minutes West, eight hundred and fifteen feet to a point a short distance from the Westerly side of the road to Ogdensburg; thence (14) South twenty-five degrees and twenty-two minutes West, forty-eight hundred and twenty-two feet; thence (15) South seven degrees and six minutes West, twenty-nine hundred and eighty-six feet to a corner of lands now or formerly belonging to one Munsen thence (16) South fifty-eight degrees and seven minutes East, nine hundred and twelve feet; thence (17) South fifteen degrees and nine minutes West, four hundred and seventy-eight feet; thence (18) South twenty-six degrees and thirty minutes West, seventeen hundred and sixty-four feet; thence (19) North fifty-six degrees and fifty-two minutes West, ten hundred and sixty-four feet; thence (20) South twenty-eight degrees and one minute West, six hundred and seventy feet; thence (21) South sixty degrees

and fifty-three minutes East seventeen hundred and eightythree feet: thence (22) North twenty-five degrees and fifty-seven minutes East and crossing the tracks of the Central Railroad of New Jersey, forty-three hundred and thirty-eight feet: thence (23) South fifty-two degrees and forty-eight minutes East, six hundred and thirty feet to a corner in lands now or formerly belonging to one Hayes; thence (24) North fifteen degrees and seven minutes East. two hundred and thirty-two feet; thence (25) South eightyeight degrees and fifty-seven minutes East, six hundred and sixty-one feet to a corner of lands now or formerly belonging to one Headley; thence (26) along said Headley's land, North forty degrees and thirteen minutes East, eight hundred and eleven feet: thence (27) North forty-six degrees and fifty-nine minutes East, twenty-three hundred and sixty feet: thence (28) South sixty-five degrees and forty-nine minutes East, nine hundred and seventy-three feet to the place of Beginning. Containing thirteen hundred and seventy-six Acres and eighty-five one hundredths of an acre more or less, excepting therefrom, however, a tract of fifty-one acres and thirty-one-hundredths of an acre more or less, included therein, now or formerly belonging to one Decker, and designated on the map hereto annexed as "Exception No. 1." and a tract of eighteen acres and seventy-five hundredths of an acre more or less, included therein, now or formerly belonging to one Decamp, and designated on the map hereto annexed as "Exception No. 2" and a tract of five acres more or less included therein now or formerly belonging to one Kinney, and designated on map hereto annexed as "Exception No. 3", and also a tract of thirty-five acres and eightyone hundredths of an acre more or less, now or formerly belonging to one Millage and designated on map hereto - X

annexed as "Exception No. 4", the said premises hereby conveyed, after deducting the said exceptions therefrom. containing in all twelve hundred and sixty-five acres and ninety-nine one-hundredths of an acre more or less. Being that parcel or tract of land designated on the map hereto annexed as "Tract No. 2."

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the above mentioned and described premises unto the said party of the second part; his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused its common seal to be hereunto affixed and attested by the signatures of its proper officers thereunto duly authorized, the day and year first above written.

THE OGDEN IRON COMPANY

Attest:

Harry F. Milley

By Walter & Wallow

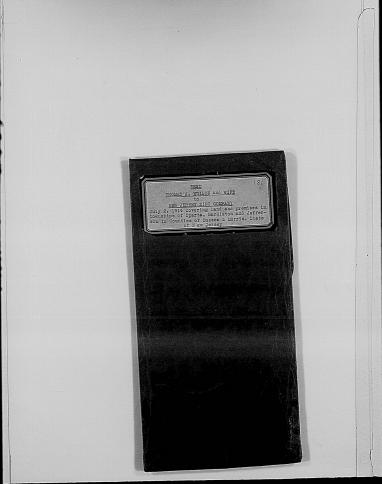
STATE OF NEW JERSEY, COUNTY OF ESSEX.

ss.

BE IT REMEMBERED, That on this 29th May of June, in the year of our Lord One Thousand Mine Hundred and fourteen, before me the subscriber, an attorney at-law, admitted to practice in this State of New Jersey, personally appears Harry F. Miller, who, being by me duly sworn doth depose and make proof to my satisfaction, that he well knows the corporate seal of The Ogden Iron Company, the grantor named in the foregoing deed, that the seal thereto affixed is the proper corporate seal of said company; that the same was so affixed thereto and the said deed signed and delivered by Walter S. Mallory, who was at the date and execution thereof, the President of said company, in the presence of the said deponent, as the voluntary act and deed of the said company, that the said deponent thereupon signed the same as subscribing witness, and that all of said actions were taken under the authority of and in pursuance of an order of the Board of Directors of the said The Ogden Iron Company, and with the authority and approval of all of the stockholders of Harry F. Miller the said company.

Sworn and subscribed before me at the date aforesaid.

An Attorney-at-law of New Jersey.



COPY



February 11, 1914.

A. P. Cobb. Vice President,
The New Jersey Zinc Company,
#55 Wall Street, New York, N. Y.

Gentlegen:

Regarding the so-called Edison timber tract recently secured by me from the receiver of the New Jersey and Pennsylvania Concentrating Works;

I secept your cash offer of \$22,500, for this tract, consisting of about 2248 acres, located in guesex and Morris Counties, New Jersey; it being understood that I shall convey such rights as I have acquired in this property, excepting and reserving to myself all the minerals in and under the property, with the right to prospect anywhere at any time, to mine and ship ore, erect such buildings and lay such tracks on said tract as say be necessary in connection with the mining, preparation and shipping of any and all ores, and with the right to use the reads on said tract and any waters on said tract which may be necessary for the mining, dressing and preparation of ores for the market; and with the further right to convey away such waters through natural water courses running through or over said tract.

You shall have thirty days in which to examine title, and I will turn over to you upon request copies of all title papers in my possession which may be of assistance in such examination; it being understood that you will pay the consideration price.

A. P. Cobb, Vice President -2-

February 12, 1914.

and receive deed as soon as examination of title is completed.

There are now on the property certain dismantled buildings and building material which I have heretofore sold to
J. H. Oliver & Co., 1414 South Penn Square, Philadelphia, Ps.,
and this present sale is made subject to any rights which the said
J. H. Oliver & Co. may have to remove and carry off said buildings
and material in accordance with my egreement with said J. H.
Oliver & Co.

Yours very truly,

T. A. B.



THIS INDENTURE, made the 2nd day of July, in
the year of our Lord One Thousand Nine Hundred and fourteen
BETWEEN THOMAS A. EDISON and MINA M. EDISON, his
wife, of the Town of West Orange, in the County of Essex
and State of New Jersey, parties of the First Part; and
THE NEW JERSEY ZINC COMPANY, a Corporation of the
State of New Jersey, having its principal office in the
City of Newark, in the County of Essex in said State of
New Jersey, party of the Second Part;

1.500

WITHESETH. That the said parties of the First Part, for and in consideration of One Dellar, lewful money of the United States of America, and other good and valuable considerations to them in hand well and truly paid by the said party of the Second Part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, emfeoff, convey and confirm unto the said party of the Second Part, and to its successors and assigns, forever.

ALL those tracts or parcels of land and premises hereinafter particularly described, eituate, lying and being in the Townships of Sparta, Hardiston and Jefferson, in the Counties of Sussex and Morris, and State of New Jersey: First Tract: Being a certain tract or percel of land situate, lying and being in the Townships of Sparta and Jefferson, in the Counties of Sussex and Morris and State of New Jersey:

Beginning at a point in the Northwesterly line of the road to Sparta where the same bounds a certain parcel or tract of land now or formerly belonging to one Keeper, running thence (1) along said road South thirty-three degrees and fifty-six minutes west, four hundred and forty-three feet; thence (2) North twenty-nine degrees West eight hundred and seventy-eight feet to a point in the line of lands now or formerly belonging to W.K. Decamp; thence (3) along said line of said lands of said W.K. Decamp North, forty-two degrees and seventeen minutes East, one hundred and five feet; thence (4) North twenty-six degrees and thirty-five minutes West, seven hundred and two feet; thence (5) North fifty-two degrees and forty-eight minutes West, three hundred and thirty feet to a corner in the lands now or formerly belonging to one H. K. House; thence (6) North twenty-cight degrees and fifty-two minutes East sixty-seven hundred and seventy-seven feet to a point in the line of lands now or formerly belonging to one Linlot; thence (7) along said line of said lands of said Linlot South twenty-three degrees and eleven minutes East, sixty-six feet; thence (8) North twenty-six degrees and twenty minutes East, nine hundred and fifty-eight feet; thence (9) South thirty-nine degrees and thirty-three minutes East, eighty-two hundred and seventy-one feet; thence (10) South forty-one degrees and nine minutes West eightyfive hundred and two feet; thence (11) North twenty-nine degrees West, twenty-three hundred and sixty feet to a

corner in the lands now or formerly belonging to one Keeper; thence (12) North fifty-three degrees and thirty-nine minutes East, twenty hundred and twenty-six feet; thence (13) North twenty-eight degrees and eight minutes West, twenty hundred and twenty-six feet to a point in the line of lands now or formerly belonging to one Hayes; thence (14) along said line of said lands/of said Hayes, North fiftytwo degrees and fifty minutes East, eleven hundred and twelve feet; thence (15) North fourteen degrees and fifty-one minutes West, eleven hundred and twenty feet, to a corner in the lands now or formerly belonging to one Sheldon; thence (16) North seventy-six degrees and thirty-seven minutes East. thirteen hundred and seventy one feet; thence (17) North twenty degrees and five minutes West, twenty-three hundred and fifty-eight feet; thence (18) North eighty degrees and four minutes West, twelve hundred and seventy-two feet; thence (19) South fourteen degrees and fifty-one minutes East, eight hundred and one feet to a corner in the lands now or formerly belonging to one Hayes; thence (20) South forty-five degrees and sixteen minutes West, thirty-seven hundred and eight feet; thence (21) South thirty-one degrees and six minutes East, sixteen hundred and seventythree fect to the place of Beginning. Containing nine hundred and eighty-two acres and nine tenths of an acre of land more or less. Being that parcel or tract of land known as the "Hopewell Tract" and designated on the map hereto annexed as "Tract No. 1."

Second Tract: Being a certain tract or parcel of land situate, lying and being in the Townships of Sparta and Hardiston, in the County of Sussex and State of New Jersey:

Beginning at a point in the sixth course of the first tract described herein and distant thirty-nine hundred and forty-seven feet from the beginning point of the said sixth course, running thence (1) along said sixth course of said first tract North twenty-eight degrees and fiftytwo minutes East, twenty-eight hundred and thirty feet to a point in the line of lands now or formerly belonging to one Linlot; thence (2) North twenty-three degrees and eleven minutes West, twenty-four hundred and twenty feet; thence (3) North eighty/degrees and seven minutes East, twenty-one hundred and forty feet to a corner in the lands now or formerly belonging to one James Sharp; thence (4) North fifty-three degrees and two minutes West, seven hundred and eighty-one feet; thence (5) North mineteen degrees and forty-one minutes East, seventeen hundred and sixty-eight feet; thence (6) North thirty-eight degrees and fifty-nine minutes East eleven hundred and seventy-nine feet; thence (7) South eighty-five degrees and fifty-two minutes West. fifty-six hundred and twelve feet to a point in the line of lands now or formerly belonging to one Buckley; thence (8) South five minutes East, eleven hundred and eighteen feet to a corner in the lands now or formerly belonging to one Sauterman; thence (9) South three degrees and twenty-nine minutes East, six hundred and forty-six feet to a corner in the lands now or formerly belonging to one Scott; thence (10) South twelve degrees and eight minutes West, twentytwo hundred and twenty-one feet; thence (11) North sixtyeight degrees and fifty-one minutes West, nine hundred and twenty-five feet; thence (12) North twenty-three degrees and five minutes East, eight hundred and thirty-five feet; thence (13) North seventy-one degrees and twenty-one minutes West, eight hundred and fifteen feet to a point a short distance from the Westerly side of the road to Ogdensburg; thence (14) South twenty-five degrees and twenty-two minutes West, forty-eight hundred and twenty-two feet; thence (15) South seven degrees and six minutes West, twenty-nine hundred and eighty-six feet to a corner of lands now or formerly belonging to one Munsen; thence (16) South fiftyeight degrees and seven minutes East, nine hundred and twelve feet; thence (17) South fifteen degrees and nine minutes West, four hundred and seventy-eight feet; thence (18) South twenty-six degrees and thirty minutes West, seventeen hundred and sixty-four feet; thence (19) North fifty-six degrees and fifty-two minutes West, ten hundred and sixty-four feet; thence (20) South twenty-eight degrees and one minute West, six hundred and seventy feet; thence (21) South sixty degrees and fifty-three minutes Bast seventeen hundred and eighty-three feet; thence (22) North twenty-five degrees and fifty-seven minutes East and crossing the tracks of the Central Railroad of New Jersey, fortythree hundred and thirty-eight feet; thence (23) South fifty-two degrees and forty-eight minutes East, six hundred and thirty-three feet to a corner in lands now or formerly belonging to one Hayes; thence (24) North fifteen degrees and seven minutes East, two hundred and thirty-two feet; thence (25) South eighty-eight degrees and fifty-seven minutes East, six hundred and sixty-one feet to a corner of lands now or formerly belonging to one Headley; thence (26) along said Headley's land, North forty degrees and thirteen minutes East, eight hundred and eleven feet; thence (27) North forty-six degrees and fifty-nine minutes East, twenty-three hundred and sixty feet; thence (28) South sixty-five degrees and forty-nine minutes East, nine hundred and seventy-three feet to the place of Beginning. Containing thirteen hundred and seventy-six Acres and eighty-five

one hundredths of an acre more or less, excepting therefrom however, a tract of fifty one acres and thirty one-hundredths of an acre more or less, included therein, now or formerly belonging to one Decker, and designated on the map hereto annexed as "Exception No. 1" and a tract of eighteen acres and seventy-five hundredths of an acre more or less included therein, now or formerly belonging to one Decamp, and designated on the map hereto annexed as "Exception No. 2" and a tract of five acres more or less included therein now or formerly belonging to one Kinney, and designated on map hereto annexed as "Exception No.3", and also a tract of thirty-five acres and eighty one-hundredths of an acre more or less, now or formerly belonging to one Millage and designated on map hereto annexed as "Exception No. 4", the said premises hereby conveyed, after deducting the said exceptions therefrom, containing in all twelve hundred and sixty-five acres and ninety-nine one-hundredths of an acre more or less. Being that parcel or tract of land designated on the map hereto annexed as "Tract No. 2."

. . .

Together with all and singular the tenemants, hereditaments and appurtenances thereto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof except only as hereinafter limited.

And also all the estate, right, title, interest, dower and right of dower, property, possession, claim and demand whatsoever as well in law as in equity, of the said parties of the first part, of, in or to the above described premises and every part and parcel thereof, with the appurtenance, except only as hereinafter limited.

Excepting and reserving unto the said parties of the first part, their heirs and assigns, all the minerals already found or hereafter to be found in or under the said tracts or parcels of lands and premises hereinabove described, together with the full and free right and liberty for the said parties of the first part, their heirs and assigns, and their servents, agents and workmen, to enter upon and to prospect, to mine and to ship ore anywhere on said land and premises, together with the right and liberty to the said parties of the first part, their heirs and assigns, and their servants, agents and workmen, to make and use such roads and to erect such buildings and engines, machinery and works, and to lay and use such tracks on said lands and premises as may be necessary in connection with the mining, preparation and shipping of any and all ores, to use any and all of the roads and waters necessary for mining, dressing, and preparation of ores on said lands and premises and to sink, drive, make and use such; pits, shafts and drifts as may be necessary for the mining, dressing and preparation of ores for the market, and to convey away such waters through natural water courses running through or over said lands and premises.

To have and to hold all and singular the above mentioned and described premises, together with the appurtenances unto the perty of the second part, its successors and assigns forever, subject always to the exercise of all or any of the liberties and powers hereinabove reserved unto the said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF the said parties of the First Part have hereunto set their hands and seals the day and year first above written.

Thomas A. Edison (seal) Signed, sealed and delivered,

in the presence of: Mina M. Edison (seat)

Frederick Bachmann

STATE OF NEW JERSEY, SI

DE IT REMEMBERED that on this 2nd day of July, in the year of our Lord, one Thousand Mine Hundred and Fourteen, before me, the subscriber, an Attorney-at-Law of New Jersey personally appeared Thomas A. Edison and Mina M. Edison, his wife, who I em satisfied, are the grantors mentioned in the within indenture, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed;

And the said Mina M. Edison being by me privately examined separate and apart from her husband, further acknowledged that she signed, scaled and delivered the same as her voluntary act and deed, freely, without any fear, threats or compulsion of her said husband.

Frederick Bachmann

An Attorney-at-Law of New Jersey. Luit Claire

THOMAS A. EDISON AND MINA M. EDISON, his wife

to

THE NEW JERSEY ZINC COMPANY

Dated:

ceived in the

Received in the Office of the County of on the day of A.D., 19, at o'clock in the noon, and recorded in Book of Deeds for said County, on pages

ENVELOPE No. 18/

THOMAS A EDISON (Personal)

THIS INDENTURE made the 7th day of July, in the year of our Lord One Thousand Nine Hundred and fourteen.

1300

BETWEEN THOMAS A. EDISON and MINA M. EDISON, his wife, of the Town of West Orange, in the County of Essex and State of New Jersey, parties of the first part; and

THE NEW JERSEY ZING COMPANY, a corporation of the State of New Jersey, having its principal office in the City of Newark, in the County of Essex in said State of New Jersey, party of the second part;

WITENSEPPH, that the said parties of the first part, in consideration of the sum of One Dollar, lawful money of the United States, and of other good and valuable considerations to them in hand duly paid by the party of the second part, have remised, released and forever quit claimed and by these presents do hereby remise, release, and quit claim unto said party of the second part and to its successors and assigns forever:

ALL that tract or parcel of lend and premises hereinafter particularly described, situate, lying and being in the Township of Sparta, in the County of Sussex and State of New Jersey -

Butted and bounded as follows:

Being all that tract of land situate in the County of Sussex lying on the Mountain to the westward of Mewfoundland about four miles and about fifteen chains to the south westward of the beginning place of a survey made for Thomas Kinney and returned to Abram Ogden on the 22nd day of December, A.D., 1772, at the request of said Kinney -

BEGINNING at a large square rook about five feet high lying in a sort of Gully about one chain South from a round low place and running from thence (1) South thirtyfour degrees west twenty chains (2) North fifty-six degrees west five chains (3) north thirty-four degrees East twenty chains (4) South fifty-six degrees East five chains to the Bestiming.

Containing ten acres.

Being the same premises which were returned at the request of Cornelius Davenport and recorded at Amboy in Book S-6, page 312, &c.

TOGETHER WITH the appurtenances and all the estate and rights of the parties of the first part in and to said premises, except only as hereinafter limited.

Excepting and reserving unto the said parties of the first part, their heirs and assigns, all the minerals already found or hereafter to be found in or under the said tracts or parcels of lands and premises hereinabove described together with the full and free right and liberty for the said parties of the first part, their heirs and assigns, and their servents, agents and workmen, to enter upon and to prospect, to mine and to ship ore anywhere on said land and premises, together with the right and liberty to the said parties of the first part, their heirs and assigns, and their servents, exents and workmen, to make and use such roads and to erect such buildings and engines, machinery and works, and to lay and use such tracks on said lands and premises as may be necessary in connection with the mining, preparation and shipping of any and all ores, to use any and all of the roads and waters necessary for mining, dressing, and preparation of ores on said lands and premises

and to sink, drive, make and use such pits, shafts and drifts as may be necessary for the mining, dressing and preparation of ores for the market, and to convey away such waters through natural water courses running through or over said lends and premises.

TO HAVE AND TO HOLD the above mentioned and described premises unto the said party of the second part, its successors and assigns forever, subject always to the exercise of all or any of the liberties and powers hereinabove reserved unto the said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed,	sealed	and	delivered_	Thomas	Alva	Edison	(Seal)
in th	e prese	eno e	of:	Nina M.	Bai	Bon	(Seal)

Frederick Bachmann

STATE OF NEW JERSEY) : SS.:

BE IT REMEMBERED that on this 7th day of July, in the year of our Lord, One Thousand Sine Hundred and Fourteen, before me, the subscriber, an Attorney-attew of New Jersey, personally appeared Thomas A. Edison and Mina M. Edison, his wife, who, I am satisfied, are the grentors mentioned in the within indenture, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, scaled and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed;

And the said Nina M. Edison being by me privetely examined separate and apart from her humband, further acknowledged that she signed, seeled and delivered the same as her voluntary act and deed, freely, without any feer, threats or compulsion of her said humband.

Frederick Bachmann

An Attorney-at-law of New Jersey

September 18, 1924

Mr. Thomas A. Edison,-

lond in Sussex and Morris Counties, reserving the minoral rights. Subsequently the New Jorsey Zinc Co. sold a part of this land to fasce w. England and wife, of Peasade, N. J. You subsequently in 1916 sold to Nr. England and him wife the minoral rights in the tract purchased by the Englands Trom New Jorsey Zinc Co.

the purchase has roised a question as to the title Hand and and hits attorney, arthur 5.00 min, on the title Hand and hits attorney, arthur 5.00 min, on our good fath an analysis about the title. They do not so to nour good fath in making the second that the second hits an arthur any claim could be made segiment you. However, I think we should endeavor to essist them in straightening out the Cgden Iron Co. and a part of it was leased to H. J. 2 feet title. As I understand the cituation, the land belonged to the Cgden Iron Co. the last mentioned company went conveyance to you centrating Co. The last mentioned company went conveyance to you can be also as the conveyance to you are the conveyance to you have a second to the conveyance to you have the second the conveyance to you for the conveyance was made in the form of suit-claim deed which evidently satisfied the attorneys of the land to you can be that time.

that the leases to H. J. & Pa. Concentrating Co. explicit and since the Receiver I. & Pa. Concentrating Co. explicit and since the Receiver III of

The resolutions of the Ogden Iron Co. authorizing the conveyance of the land to you were broad enough to have justified the execution and delivery to you of a bargain and sale deed, which would have been sufficient for all purposes.

The Ogden Iron Oc. has since been dissolved. Appearently, the x-directors would be justified in executing as trustees a bargain and sale deed to you of the land in question and you could then execute such other deeds as are necessary to clear these matters up.

I am giving Mr. England's attorney the copy of the Ogden Iron Co's resolutions and possibly the purchaser's attorney may be satisfied when he sees these resolutions. However, to the control of the cont

-2-

similar question might be brought up as to your title to the mineral rights and for that reason I am inclined to think that we should get a new deed for you from the ex-directors of the Ogden from Co.

Henry Lanchen

NC

CC to Messrs. Charles Edison J. V. Miller

HL:K



Legal Series Richard W. Kellow File 1915

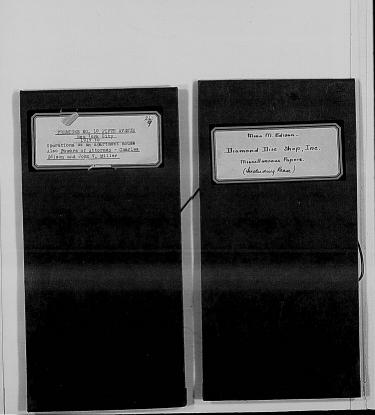
Leases -- 10 Fifth Ave. -- Mina M, Edison (1915-1925) [env. 26]
Agreement with Victoria Gypsum Mining and Mfg. Co. (1915) [env. 40]
Correspondence -- Sale to Victoria Gypsum Mining and Mfg. Co. (1915)
Personal Income Tax Return for 1914 (1915) [env. 96A]
Agreement with Charles Edison (1915) [env. 153]

MINA M. EDISON to LEASE, BOND & MORTGAGE Mins M. Edison to Lease of Premises - 10 5th Ave., N. Y.

March 1, 1918

Period March 1, 1918 to March 1, 1919.

Extended to March 1, 1920. Thomas A Edison November 1, 1919 Re- Property #10-5th Ave., N.Y. City.



and the second second

Date - Miscellaneous dates

Parties: Mina M. Edison to Thomas A. Edison principle parties

Name of Document . All papers re 10-5th Ave. Premises

Details: .

Envelope #26-1

Contains

New York Survey of 10-65h Ave. Stipulation re lat payment May 18, 1906. Contrast Vanhington Arch Realty Oo. and Mina M. Edison 5-18-1905. Jetter May 21, 1905 re \$7,500 transaction Washington Arch Realty Oo. Policy of Title Tennancion was submitted to the State of t

Envelope # 26-2

Abstract of Title of R Hall McCormick to premises 10-5th Avenue, Hew York City.

Envelope # 26-3

Gerraspondense 1938-1950 re krtenaton to Jan. 11, 1921. Gorraspondense re krtenaton or Kertgee Rov. 1950 May 1921. Extenation Agreement dated Jan. 11, 1921 extending to Jan. 11, 1924 Gorraspondense re krtenaton of purcipue Bes. 11, 1924 Gorraspondense re krtenaton of purcipue Bes. 12, 1924. The Jan. 11, 1927 mixed States Trunt Co. of New York with Mina M Edison. Widening of the Arems. April 1926.

Envelope # 26-4

Contains

Lease Mina A. Edison to Thomas A Edison, Incorporated, re premises 10-5th Avenue dated March 1, 1916.
Also contains previous expired lease dated 1917.

Envelope # 26-5

James from Mins H Edison to Thomas A Edison dated Agv. 1, 1919. Drivings from Mins M, Edison to Thomas As Edison, Nov. 1, 1919 Frenises 10-5th Avenue, her Kork City. Bond - Mins - Edison to Thomas A Edison, Hov. 1, 1919. Correspondence 1919-1920 Resorting of Edison, Hov. 1, 1919. Correspondence 1919-1920 Resorting of Edison with Mins H Edison zurvender of James Jume 16, 1926. Matter of revenination of Lease-Mins M, Edison to Thomas A Edison Jume 15, 1925 - miscellaneous papers.

Envelope # 26-6

Agreement with Architectural Corporation and subcontractors re alterations at 10-5th Ave. February 1920.

Envelope # 26-7

Operation of apartments by Thomas A Edison. 10-5th Ave Appraisal by H.Y. Appraisal Oo. 12-30-1919. Fower of Attorney to Charles Edison 1921. Letter to Commissioner of Taxos and Assessments re description dated 4-19-1920.

Envelope # 26-8

Surrender of Lease - Thomas A Edison with Mina M. Edison dated July 13, 1925. Satisfaction of Mortgage dated June 15, 1925 Thomas A Edison to Mina M. Edison.

Envelope # 26-9

Operation of apartments by Mrs. Edison. Operation as an apartment House. Powers of Attorney to Charled Edison and John V Miller.

MINUTE BOOK OF

DIAMOND DISC SHOP, INCORPORATED

A CORPORATION OF NEW YORK

MINUTES OF THE FIRST MEETING OF THE INCORPORATORS

The first meeting of the incorporators of Diamond Dice Shop, Incorporated was held on the 87th day of Howenber, 1916 and 1917 of the company, No. 10 Firth around 1918 and 191

The following, being all of the incorporators, were present:

Cherles Edison John V. Hiller James Hiller

Charles Edison, one of the subscribers to the Certificate of Incorporation, called the meeting to order, and upon motion, was duly elected Chairman thereof. Er. John V. Hiller was appointed Scorotary of the meeting.

The Secretary presented and read the waiver of notice of this meeting, signed by all of the incorporators, which waiver is as follows:-

WALVER OF MOTICE OF LEETING OF INCORPORATORS

He, the unioral goed incorrorators and cubmorporation of How York, hereby water notice of the glose and purpose of the first noting of the corporation, and consent to the transaction of such business as my come before the meeting.

9 A.M. as the time, and \$10 Fifth Avenue, Hew York, E.Y. as the place of said meeting.

TOHIL		MILLER	
JOHIL	<u> </u>	William	

Dated: Nov. 27th, 1915.

The Chairman reported that the contificate of incorporation of the occupany was filled and recorded in the office of the Scorptery of State of New York, and that a duplicate original are said continuous, superher with a duplicate receipt from the State Treasurer of the Canty Clork at the organization tax were filed in the office of the Canty Clork at Mer York County, they fork, the county inshich the principal office of the corporation of the Canty.

It was thereupon ordered that a copy of the cortificate of incorporation, together with the copy of the receipt of the State Treemer for the organisation tax, and the cortificate of the County clork of the filing of the certificate of incorporation be recorded in the Unite book. The same as follows:

CERTIFICATE OF INCORPORATION OF

DIAMORD DISC SHOP, INCORPORATED

We, the underdigned, all being of full age and citizens of the United States, and one of us being a melicut of the State of New York, desiring to form a corporation pursuant to the Business Corporation Law of the State of New York, do hereby cortify that:

ARTICLE I.

The name of the proposed corporation is DIAMOND DISC SHOP, INCORPORATED

ARTICLE II.

The objects for which the corporation is formed, which shall be considered as powers as well as objects, are as follows:-

To buy, sell, import and export sound reproducing and cound recording mediane, parts thereof, and accessories, appliances and supplies therefor including sound records, sound record blanks and record cabinets and pertfolices.

To memfacture, purchase and otherwise acquire goods, weres, merchandise and personal property of every class and description, and hold, our, sail, lease and otherwise dispose of, trade, and deal in and with the same.

To acquire in any larful manner the good will, preparty, of any present, franchises and access of every kind, and the labilities of any present, firm, association or or projection, a there shouly or partly, and pay for the same in cosh, stook or bonds of this corporation, or of marviles

To such extent as is permissible by law, to hold, northese and otherwise acquire, to sell, assign, transfer, mort-geg, places and otherwise dispose of shares of the capital stock, bonds, debentures and other ortifeness of indebtedness created by bonds, debentures and other ortifeness, while the holder threed, to exercise all the rights and privileges of ownership, including its right to too thereon.

cherwise to acquire, and to hold, use, own, openie and infroduce, great licenses under, and to send a man, openie and infroduce, great licenses under, and to send send of otherwise of early and all transfer and the send of the sen

of, and dod in real and personal property of an incident and personal property of an incident personal property of an incident personal property of an incident personal property of an individual personal property of an individual personal property of an individual personal property and any claims against and property or against any person, firm, associations of competency, and or personal property of any claims against auch property or against any person, firm, associations of competition, and to corry of any butters the competition personal property.

To onter into, make, perform and carry out contracts for any larant purpose per baining to the business hardin provided for with any person, firm, association or corporation.

To incur bonds, debontures and other obligations of the comparation from time to time for any of the objects or purpuses of the corporation, and to scarre the same by mortgage, pladige, deed of brush, and otherwise.

To purchase, hold and relasue the shares of its capital stock.

20 the extent and in the manner permitted by local laws, to conduct business a many of the states, territories, territories and the states of adjunctional states that and the states and the states and the states and the states are states and the states and the states are states and the states and the states are states are states and the states are states are states and the states are states and the states are states are states and the states are states are states and the states are sta

The foregoing enumeration of specific powers small not be hold to limit or restrict in any manner the powers of the corporation.

tion with the foregoing, whother manufacturing or otherwise, and to have all the powers conferred by the laws of the State of Low Tork upon corporations formed under the Law herein referred

ARTICLE III.

The total suthorized ompital stock of this corporation is Twenty Thousand Bollars (\$20,000), all of which shall be compon stock.

ARTICLE IV.

The expital stock of this corporation shall be divided into two hundred (200) shares of the par value of One Hundred Dollars

(300) each. The amount of capital with which the corporation will begin business is ten Thousand Five Hundred Polices (310,600).

ARTTOLE V.

The location of the principal business office of this corporation is to be at 910 Fifth Areaus, in the Borough of Exphatten, City of Hew York, State of Hew York.

ARTICLE VI.

The duration of the corporation is to be perpetual.

ARTICLE VII.

The number of directors of the corporation shall be three.

ARTICLE VIII.

The names and Post Office addresses of the directors for the first year are as follows:-

Charles Edison Liewellyn Park, West Orango,

John V. Eiller 301 William Street, Sast

Orango, Now Jersey

Jume s Miller 541 West Street, Kensington, Brooklyn, How York

ARTICLE IX

The names and Fost Office addresses of the subscribers to the capital stock and the number of shares of stock which each agrees to take in the corporation are as follows:

Namo B	Post Office	Number of Shares
Charles Edison	Llowellyn Park, West Orango, N.J.	65
John V. Miller	301 William St., East Orange, H.J.	10
Jomes Millar	541 West St., Keneington, Brooklyn, H.	. 30

ARTICLE X.

In furtherance, and not in limitation, of the powers conferred by statute, the Board of Directors are expressly subborized:

To hold their meetings, to have one or more offices and to keep the books of the corporation, except as otherwise provided by law, within or without the State of New York, at such offices as may be from time to time designated by thom; but the corporation shall always keep at the registered office in New York, correct books of account of all its business and transactions, and a book to be known as the stock book containing the mane, alphabetically arranged, of all porsons who are stockholders of the corporation, showing their places of residence, the number of sheres of stock held by the mospectively, the time when they respectively became the owners thereof, and the amount paid thereon. The stock held is eggent and the fact court helders and judgment oreditors, who my make extracts therefore.

To fix the amount to be reported as working capital, to fix the times for the declaration and payment of dividends, to authorize and cause to be executed mortgages and lions upon the real and pursonal property of the corporation, provided always, that a majority of the whole Board consum therein.

With the coment in writing, and pursuant also to the offirestive vote of the holders of two thirds [2/3] of the stock lesued and sutstanding at a stockholders' mosting only called for the jurgose, to coll, assign, transfer, or otherwise dispose of the property of the corporation as an Board copact with thorsin.

The experience may use and apply the surplus extrained or accumulated profits for the purpose of the acquisition of property and for the purpose of the acquisition of its own capital took from time to time to such extent and in such memors and upon such terms as its Board of Directors shall according, and actioner has all the Board of Directors and the contrained and action of the state of the such as the such

Subject to the foregoing provisions, the bylaws may provide the number of directors to constitute a quorum at their meeting, and such number may be less than the majority of the whole number, but not less than one-third (1/3) of the whole number.

The corporation reserves the right to smead, alter, change or repeal any provision contained in this certificate in the manuar new or hereafter prescribed by statute for the smeadment of the certificate of incorporation.

IN WITNESS WHEREOF, we have made and signed this certificate in duplicate this 5th day of November, 1915.

In the presence of: JANUS HILLER JANUS HILLAR	Ton Cont Revenue Stamp Cancel led	CHARLES EDISON
In the presence of:	Stamp Cancelled	JOHN V. MILLER
	In the presence of:	JANES HILLAR

Frederick Bachman

State of New Jersey)

88.1

County of Essex

ne personally cano Ginzina States and Joseph Personally cano Ginzina States and Joseph Personally known and known by me to be the instruducts to me personally known and known by me to be the instruducts described in and who executed the foregoing instrument, and I having first made known to thom the contents thereof, they sever-personally known to them the contents thereof, they sever-personally known in matter than the contents thereof, they sever-personally known in matter than the contents thereof matter than the contents the con

Frederick Bachman

en Attorney at Law of New Jorsey

STATE OF HEW JERSEY)

88. :

Neser (and also the Advantage of the County of the County of Theorem (and also there is the Circuit tourt and Court of Counce Floun, the came being Courts of Record of the information of Having by Law a scall Did INEXEPY CHAITY that Frederick Rechment, Enguire, whose name is subscribed to the attached certificate or cannowledgent, proof or affident, an attached certificate of making land and sworm, and residing in said state, and was no commissioned and sworm, and residing in said state, and was no possible of the control of the state of the said of the control of the said of the control of the said of the control of the said of the control of the said state, and was no control of the said state, and that the said state, and the said state, and the said state, and that the said state, and that the said state, and that the said state, and that the said state, and that the said state, and that the said state, and that the said state, to this official handwriting and verily believe the significant to the attached certificate is his genuine algorithm to

IN WITHESS WHEREOF I have berounto set my hand and affixed my official seel this 6th day of Nov. A.D. 1915.

Joseph Mollonough, Clerk

(SEAL OF ESSEX COUNTY)

10¢ revenue

STATE TREASURER'S RECEIPE

TREASURER'S OFFICE. - STATE OF REW YORK

\$10.00

stamp

Albany, Hov. 10,1915 Incorporated San analysis from Minarah Mino Shop, and the Shop, and the Shop is the Shop i

F. W. Powell, Caphier

O. W. Miller, Assistant Deputy Comptroller

CERTIFICATE OF COUNTY CLERK

COUNTY CLERK'S OFFICE COUNTY OF HES YORK HES COUNTY COURT HOUSE

> How York . Hov. 23,1916.

Delos Holden, Baq., Legal Department, Thomas A. Edison, Inc., Orango, R.J.

Door Cir:-

Certificate of Incorporation of "Diamond Dice Shop, Inc." was filed in this Office on Ecvember 12,1916.

Vory truly yours,

Horman W. Beyor,

DEUPTY COURTY CLERK.

The Secretary presented the following form of by-less for the regulation of the business and affairs of the company, which were read article by article, and unanimously adopted article by article as read:

BY-LAWS OF DIAMOND DISC SHOP, INCORPORATED.

(1) All Mostings of stockholders shall be held at the registered effice of the company in the State of Mow York.

(2) A majority of atook issued and outstanding represented by the holders thereof, either in person or by proxy, shall be a quorum at all meetings of atookholders.

after the paor 1016, thall be on the thet day of the stockholders, and the paor st the registered office of the corporation in low York, when the shed loude by a plurality vote, by ballot, the beard of directors as constituted by these parents of the corporation in parents or by grown for each clare of or dock that of the parents of by grown, for each clare of a took through gray for candidate of a took through the clotten.

(4) Notice of the time and place of the annual mosting shall be mailed to each atochholder at his address as the same appears upon the records of the comporation at least five (6) days prior to the meeting.

the stock lessed and outstanding that less happened to be concluded as the technical content of the stock lessed and outstanding that less to represented, the stockholders ground shall have power to adjourn to a day outsin, and notice of the most ling on the adjourned and the stock less of the stock less of the day of the day of the stock between the stock less of the stock between the stock between the stock be present in person or by proxy, they shall have power from the stock to time to adjourn the acting to any subsequent day or days, and no notice of the adjourned mosting need be given.

than those regulated by statute, may be called the attempt by a rejerity of the directors. It shall also be the atty of the president to call such meeting shows one country of the directors. It shall also be the atty of the president to call such meeting should be attempted to the president of the status of the attempted the status of t

(7) At all meetings of stockholders on all questions other than the dioction of directors and improstors of election, each stockholder, present in person or by proxy, thall be entitled to one vote for each share of stock standing registered in him same.

BOAND OF DIRECTORS.

be chosen from the stockholders and shall hold office for one (1) year and until their successors are collected and qualified. The number of directors may be altered by sundment of this provision of the by-laws, but shall not be less than three any vessory occurring in the Board of Directors may be amjority wate of the remaining directors may be filled by a mjority wate of the remaining directors.

(9) Immediately upon the adjournment of the amual moeting of the stockholders, the Search of Directors elected therest shall hold a meeting for the location of officers and for the transaction of any other necessary business.

Soid meeting of the Board shall be held at the place designated for holding said annual meeting of the stockholders.

(10) Special meetings of the Board may be called by the krosident or by any two directors on 5 days notice by mail or perconally to such director.

(11) A majority of the directors in office shell constitute a quorum for the transaction of business.

(12) The directors may hold meetings and have an office outside of the State of how fork at such places or places as they may from time to time determine.

IMSPECTORS OF RESCRICE

(15) 2wo (2) improperty of election, who med not be stockholders, shall be applied by the theirman at the annual moting of the applied or at any election held by the stockholders by at any election held by the stockholders by a serve at any election held by the stockholders by the stockholders of a tendence and of all appropriate by the Board of Directors mand in the certificate of incorporation.

OFFICERS.

(14) The Board of Directors shall elect the officers of the corporation who shall be a Precident, a Secretary, and a Presurer, and such other officers as shall from time to time be determined by the Secret of Directors.

They shall hold their respective offices for one (1) year and until their successors are elected and qualified.

held by one press and the sourcetary and tronsurer may be not be smaller of the board of not be smaller of the board of the terms of the board of the terms of the board of the terms on stockholders. The Board of Directors may remove the officers at any time without notice at any time without notice of the press. The terms of the

(15) The President shall be the chief executive cities of the corporation. He shall have the general direction, control and management of the corporation to business and affairs and the coveral agents, employees and servants of the company, including the Hannger, shall be responsible to him for the faithful performance of their duties.

(16) The Sourebary shall be an official clark of the Board of Biroctors. He shall keep a recover of the proceedings at all meetings of the stockholders and of the Board of Biroctors in the minute body of the corporation. Some of the Board of Biroctors in the minute body of the corporation when the stockholders are considered by the stockholders and of the Board of Biroch and the stockholders are corporate could of the corporate could be the cauchdam of the corporate could of the corporate could be the cauchdam of the corporate could of the corporate could be the cauchdam of the corporate could of the corporate could be the cauchdam of the corporate could of the corporate could be the cauchdam of the corporate could of the corporate could be the cauchdam of the corporate could be the cauchdam of the corporate could be also as a second of the corporate could be the cauchdam of the corporate could be also as a second of the corporate could be also as a second of the corporate could be also as a second of the corporate could be a second of the corporate

(17) The Treasurer shall keep in his care and custody the money and funds of the corporation.

He shall deposit s il moneys and o ther valuable offects in the none and to the credit of the corporation in such depositorions as may be designated by the Board of Directors, is shall keep full, true and accounts accounts of all the second to the second

He shall render to the president or to the Board, thenever they may require it, on account of his transactions as Treasurer and of the financial condition of the corporation.

He shall, with the President, sign all certificates,

(18) In the case of the absence of an officer, or for any other reason which may seem sufficient to the Board, the Board may delegate his powers and duties for the time being to any other efficer or to any director.

SIGNING OF CHECKS, RECEIPTS, WARRANTS, RTC.

(19) All checks or orders against the money or fluids of the corporation shall be signed by any one of the three following persons and countersigned by any other of the three following said persons, namely -

The President The Treasurer The Manager

of stock.

The President or the Treasurer of the Company shall have power to receive and sign receipts or warrants for all moneys paid to the corporation and full discharge thereof to give.

BORROWING OF MONEY

(20) No efficer or other person shall have the right to borrow any money for the owporation, or to sign its meme to any note, chattel mortgage, bill of sale in the acture of a mortgage, or to in any wise placed the funds or property of the corporation without authority so to do from the Beard of Directors.

OPPICES OF THE COMPANY

tranese t business in the city of new York, County of New York and State of New York and State of New York and State of New York at such other places as the Board may from time to time appoint or the business of the corporation may require.

SALE OF STOOK

trunctor or set our their steet to and steer text pleasare, but no stockholder whell pleade, seel, susten, trunctor or set our their steet to and steer text pleasare, but no stockholder shell pleade, seel, sasten, trunctor or set over its otsek to supme not a stockholder, until he shell first give thirty (30) days notice, in writing, to the scoretary of the number of stances he don't not to sell, pleade, sasten, trunctor or set over, and the Scoretary shell, Immediately on collisteral, to all other stockholder, until he does not not not sell introduction to sell, the stances of sell inventories to be made at intervals not present hem six months in case of sale inventories to be made at intervals not present hem six months in case of sale inventories to be made at intervals not present hem six months in case of sale inventories to be made at intervals not present hem six months in case of sale inventories to be said the first of the following south, at the sale to the street of the following south, and the sale that the sale thirty days shall be reported by the Scoretary in writing, and served portenelly, or by sail, or left at the place of business or shall be expected by the scoretary in writing, and served portenelly, or by sail, or left at the place of business or shall be seen as the server when the properties of the server had a server amount of stock than shall have been effored for a goes to mamme of stock then shall be divided on soil to the server. I hadders in the proportion to the respective to the server, that seen in the proportion to the respective that he seen any be sold to anyone within three (3) months thereofter. He Secretary shall keep a record of such effor and notice, and cordinate with this by-law, case was here and completely with this by-law.

(23) Home of the Transury or uninemed stock shall be issued, sold or offered for sale except by a majority vote of the stock issued and outstanding.

ROBERTATO

(24) Dividend's shall be declared and paid out of the examples profits of the corporation in accordance with the laws of the State of Now York.

STAT.

form of a circle and shall bear the composation shall be in the form of a circle and shall bear the mans of the composation encifolding the words and figures; "Incorporated - 1916".

ZATVER

(26) Any stockholder or director may waive any notice required to be given under these byelaws.

ALENDRENT

repealed by a me neity vote of the stank curred, cornede or a meeting of the stockholders called for that purpose, or a my of the stockholders called for that purpose, or a my of the onmeal meetings of the stockholders and in case of such called meeting, the proposed change in the by-laws shall be set forth in the call.

The Secretary presented and read the following Transfers of Subscription:-

TRANSPER OF SUBSCRIPTION

The undersigned, for good and valuable consideration received, has sold, nestgned, transferred and set over and by these presents done sell, assign, transfer and set over unto BIME A: BISSON the right, title and interest of the undersigned as a subscriber to and an incorporator of the Dissond Bisson Shep, incorporated, to the extent of twenty 120 Marcas of the capital stock thoreof, and hereby requests and directs the said corporation to issue the certificate for and directs the said corporation to itsue the certificate for another one acceptant the transferred or her nomine of corporation, and to register this transferred on the books of the

WITHESD my hand and seel this 27 day of Hov.

1916.

CHARLES EDISON

In presence of: Stophen B. Membert

Transferoe's address:

Llevellyn Park, Orango, H.J.

TRANSFER OF SUBSCRIPTION

The undersigned, by good and valuable consideration received, has sold, seekered, transferred and set over and by these presents does cell, essign, transfer and set over unto SEPRIER B. BARBERY, the right, title and interest of the undersigned as a subscriber to and an incorporator of the undersigned as a subscriber to and an incorporator of the blamond blas Chop, incorporated to the extent of nine [9] shares of the capital stock thereof, and hereby requests and directs the said dorporation to issue the certaints for assigns, and to register this transfer on the books of the outportain.

WITHERS my hand and seed this 27 day of Hov. 1915.

Jahres Milliar

In prosonce of: Stophen B. Lumbert

Transferee's address: 541 West Street, Konsington, Brooklyn, H. W.

TRANSPER OF SUBSCRIPTION

The undersigned, for good end valuable condiforction received, has call assigned, transforced and set over and by those resents does sell, assign, transfer and not over undersigned as a subscriber to and an incorporator of the undersigned as a subscriber to and an incorporator of the simond bigs chep, incorporated, to the orders of five charge of the capital stock thereof, and hereby requests and direct the said corporation to lesse the certificate for said charges to the aforeself transferse or his nomines or he sessing, and to register this transferse or his nomines or he respired to

WITHESS my hand and soal this 27 day of Hov.

1915.

JAMES HYLLAR

In prosence of: Stephen B. Membert

Transferoe's address: \$641 West Street, Kensington, Brooklyn, B.Y.

TRANSFER OF SUBSCRIPTION

The undersigned, for good and valuable considersion received, hes sold, ensigned, transferred and not over and by these resents does soll, ensign, transfer and not over under 2. O. TSOLEROU, the right, title and interest of the solution as subscriber to and an overlap of the solution blood, the incorporated of the solution of the solution blood, the incorporated of the solution of the solution blood, the incorporated of the solution of the solution of the solution postulated is such backets and directs the seld corporation to laws the certificate for said shares to the drowsaid transferoe or his nomines or costons, and to register this transfero as his books of the corporation.

SITHERS my hand and soal this 27 duy of Hov.

In presence of: Stephen B. Mambert

Transferoe's address: \$541 Most Street, Konsington, Brooklyn, H.Y.

TRANSFER OF SUBSCRIPTION

roccived, has sold, analysed, the most set of an valuable conditoration presents does soll, assign, then set over out to ESSII, Mesign, then set over out to ESSII MUITZ, the right, title set interest of the under signed as a subscriber to

and an independent of the Dissond Disc Shop, Incorporated, to the extent of ten (10) charged of the capital shock theores, and hereby requests and directs the said corporation to issue the cartificate for said charges to the aforesaid transferse or her nomines or adulgas, and to register this transfer on the books of the corporation.
NITHERE my bend end seel this 27 day of Bov.
In presence of: Stophen B. Mombort
Transforce's address: #541 West Street, Kennington, Brooklyn, N.Y.

Upon motion duly made and seconded and pursuant to a written waiver of notice of end consent to the above transfers of subscription, eigned by all the incorporators, the sem were approved.

The Secretary presented and read the written waiver of notice of and consent to the above transfers or subscription, signed by all of the incomporators, which waiver and consent is as follows:-

> WATURE OF MOTION TO TRANSFERS OF SUB-SCRIPTION AND CONSERT TO SUCH TRANSPERS.

We, the undersigned incorporators and subscribers to the stock of the blemond like shop, incorporated, a corporation organized under the laws of the State of New York, hereby active notice of the following transfers of subscription executed on even dute:

> Charles Edison to Hina E. Edison Jemes Hiller to Stephen B. Hambert " Robert J. Bolen 20 shares " H.G. Thompson " Miss (Bessie) Eunts 10

We hereby consent to these transfers of subscription and, in so far as the same are concerned, waive all the requirements of the by-laws of this corporation with respect to the pledging, selling. tra

abile	rring	tititi	Be corug	OVEL	or	Btook.
		٠.				CHARLES EDISON
						JOHN V. MILLER
: 20	Nov.	e7th,	1915.			JAMES MILLAR

Dat

Upon motion duly made, seconded, and carried, the Board of Directors was unthrized to seems the subscriptions to his capital stock elready made 100 percent, payable when called for by the Board of Directors.

There being no further business, the meeting on motion adjourned.

Stephen B. Mambert,

HIBUTES OF THE FIRST MEETING OF THE BOARD OF DIRECTORS OF DIAMOND DISC SHOP, INCORPORATED

The first neeting of the Board of Directors of the blamond bits Shop, Insorporated was held at the office of the corporation 710 Fifth women, City, County and State of New York, and on the 27th day of Sevenber, 1915, at 10 o'clock in the Seronous

Present: Charles Edison John V. Eiller Jemos Eiller

Mr. Edison was chosen temporary chairman and Mr. John V. Miller was appointed Secretary of the meeting.

The Secretary presented and read the following waiver of notice of the meeting, signed by all the directors, and some was ordered filed:

WAIVER OF HOTICE OF THE FIRST IMPTING OF THE BOARD OF DIRECTORS.

We, the undereigned alreators of the Disson Disson Shop, Incorporated, a corporation existing under the Lawn of the State of Law York, white notice of the tire and place of the first meeting of the Board of Directors and of the business to be transacted at said meeting.

We designate the E7th day of Hovember, 1915, at 10 o'clock in the foremone as the time, and the effice of the copporation at 1,10 fifth young, lied York, desnity of Hen York and State of How York as the place of main most last, the purpose that the place of main most last, the purpose is a fine of the Leutence of the Color of the copporation, and the truncation of the Leutence of stock of the copporation, and the

CHARLES EDISON
JOHN V. MILLER
JAMES HILLAR

Dated: Rovember 27, 1915.

The minutes of the first meeting of the incorporators user good and approved, and the following maned persons were duly elected officers of the comporation to newwe for one year and until their successors are elected and qualified:

Oherl es Edison

Pracident

Stephon B. Rembert

Soore tary

The President thereupon took the chair.

It was moved and seconded that an assessment of 100 percent be levied upon the stock already subscribed.

Upon motion duly seconded, it was

RESOLVED: That the soal prosented at this meeting, an impression of which is directed to be made in the margin of the minute book, be and the same in hereby adopted as the seal of this corporation.

koved and seconded that the Transurer be sutherized to purchase the necessary books and stationary and to defray the expenses of incorporation. Botion carried.

REBOLVED: That the President and Treasurer be and they hereby are authorized to lawe contificated of stock in the form cubmitted to this meeting.

On motion, the meeting adjourned.

S. B. MAMBERT Secretary. CAPITAL AND SURPLUS \$ 10,000,000

ONDAND MORTIGAGE: GUARANTIEE: COMPANY

CLARENCE H. KELSEY, PREMICET,
MARTIN JOOST, VICE PRESIDENT
FRANK BAILEY, 39 WEE PRESIDENT
JOHN L.SHE RWOOD, 24 WIX PARESIDENT
JOSEPH H. WARD, 41 WISE PRESIDENT
CLINTON D. BURDICK, TREASURER,

176 PROADWAY NEW YORK, 176 PENSEN ST. PROORLYN, 350 FULTON ST. JAMAIGA. WILLIAM B. CLARKE, RECRETARY
HAROLD W. HOVY, ASEX THEABURER
RANDALL SALISBURY,
FRANK E. HURLEY,
EDGAR I. HILLARY,
HERBERT C. BOTHWELL,

New York/ Nov. 8th, 1917.

B. & M. NO 74,016.

A M.Haigh-H.C.W.

Mrs. Mins M. Edison, c/o Mr. Thomas A. Edison, Orange, N. J.

Deer Medam:

In regard to the \$50,000, mortgage held by clients of this Communy covering No. 10 Fifth Avenue, which expires on January 11th, we would ask, if you desire us to endeavor to errorgs an extension with the present clients, that you fill out, sign and return promptly, the

enclored rent list.

Provided we are successful in arranging an extension with
the present clients, our charge would be one querter of one per cent.

Very truly yours,

To m Jacoph for the Company for

Mr. Manufactor with a country of the company of the

10 Fifth Avenue, New York

Q.	What alteratio	ns or	improvements	have	been made	auring	tne	past
	three to	five	years?					

X A. Minor alterations for the accommodation of tenants. Muto

 $\sqrt{Q_{\bullet}}$ Have all City Department orders been complied with? If not, give particulars.

All orders have been complied with so far as known.

Q. What orders have been issued and have yet to be complied with?

A. See next question above.

Is the building equipped with a sprinkler system?

Q. State percentage of efficiency.

See next above.

Annual rent(itemize rent and space occupied by each tenant.) Length of Term Space Occupied Amount Lessee Amount 32000.per Yr. no lease Expires:1922 Diamond Disc Shop, Inc. 1st floor

kelinxRebbinxkindina Equipped as theatre - rented as frequently as possible 1300 per yr. Expires 1922 Della Robbia Studios Vacant Building Superintendent None No lease

2nd flöor

3rd floor

Q. If any vacancies - state number and location of space vacant and duration

of each to date.

Acc aborn Q. Amount paid annually for insurance premiums.

210.66 Fire insurance None Plate Glass None Rent Included with other employes on Workmens' Compensation Edison Pay-roll None

General Liability

Information by telephone from Mr. Bradley, Managor, Diamond Disc Spop, Inc. and from Mr. Frost, Insurance Service Department.

HORE THE

LEASE

MINA M. EDISON

to

Premises \$10 Priget avenue, New york.

Dated: March 1,1918.

LE ENVELOPE No. 26-4

DELOS HOLDEN

LEASE

THIS INDENTURE made the first day of March.
1918 between MINA M. EDISON, of blewellyn Park, West Orange,
New Jersey, party of the first part, and THOMAS A. EDISON,
INCORPORATED, a corporation of the State of New Jersey,
having its principal office at West Orange, Essex County,
in said State, party of the second part, WITHESSETH:

That the party of the first part does hereby demise and lease unto the party of the second part all that four-story building and premises known as No. 10 Fifth Avenue, in the City, County and State of New York. with the appurtenances and the sole and uninterrupted use and occupation thereof (except as hereinafter mentioned) for the term of one year from the 1st day of March 1918 to the 1st day of March, 1919 at twelve o'clock noon, in consideration of the covenants hereinafter contained and of the yearly rental of Thirteen Thousand Six Hundred and Fifty Dollars (\$13.650) payable by the party of the second part to the party of the first part in equal monthly instalments of One Thousand One Hundred and Thirty-Seven Dollars and Fifty Cents (\$1,137.50) in advance; this lease however being subject to the following lease now upon the demised premises:

Lease dated February 24, 1917 between the party of the first part and Della Robbia Studios, Inc., a corporation of the State of New York.

The party of the first part hereby assigns, transfers and sets over unto the party of the second part,

its successors and assigns, to its and their own proper use and benefit, all her right, title and interest in and to any and all rents to grow due under the said lease during the term of this lease, and hereby gives to the party of the second part, its successors and assigns, full power and authority for its or their own use and benefit, but at its or their own cost, to ask, demand, collect, receive, compound, and give acquittance for said rent or any part thereof, and in her name or otherwise to prosecute and withdraw any suits or proceedings at law or in equity therefor.

The party of the second part does for itself, its successors and assigns, hereby agree to pay to the party of the first part, her heirs, assigns, agents or attorneys, said yearly rental of %15,650 at the time and in the manner aforesaid, without fraud or delay, and at its or their own proper cost and charges to bear, pay and discharge all such dutics, taxes, assessments and payments, extraordinary as well as ordinary, as shall during the term hereof be lawfully imposed upon the designed premises or any part thereof by the United States of America, or any city, county or municipality thereof, or as shall be imposed or grow due by virtue of any present or future law or ordinance of the same, or any of them, or otherwise.

The party of the second part does further agree at its own expense to keep the said premises in as good repair as the same shall be at the commencement of said List mice states of the vestions, to the mic their own proper mee and bonefit, all her right, title one interests in to one me all rents to growing unoy, the sets loans

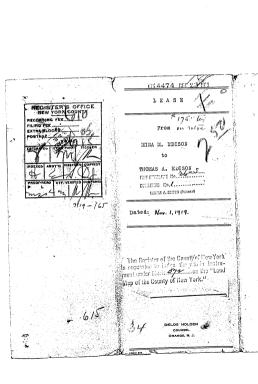
term, wear and tear arising from reasonable use of the same and damage by fire and the elements excepted, and at the expiration of said term or earlier termination of this lease to yield up the peaceable possession thereof to said party of the first part, her heirs, assigns, agents or attorneys.

Said party of the second part further promises and agrees that said party of the first part, her heirs. assigns, agents or attorneys may enter into and upon the said demised premises at reasonable hours of the day to examine the same or to make such repairs and alterations therein at the expense of the party of the second part as shall be necessary for the preservation thereof, provided such repairs and alterations are not made within a reasonable time by the party of the second part: to exhibit them at any time during said term to any person or persons, and to put up notices "For Sale" or "To Let" upon the same. If the said premises shall become vacant or deserted during the said term, the party of the first part, her heirs, assigns, agents or attorneys may re-enter the same at her or their option, by force or otherwise, without being liable to prosecution therefor, and to re-let the same, and it is agreed that the rent so received shall be applied first to the payment of such expenses as the party of the first part, her heirs, assigns, agents or attorneys may be put to in re-entering, and then to the payment of the rent due by these presents and that the party of the second part shall remain liable for any deficiency.

This lease is made and accepted on this express condition, that in case the party of the second part fail or be in default of any of the covenants herein contained, the party of the first part, her heirs, assigns, agents or attorneys shall have the power and right of terminating and ending this lease immediately and be entitled to re-enter and take possession of said premises and to remove all persons therefrom, the party of the second part hereby waiving any notice in writing to quit or of intention to re-enter under the statute.

It is further agreed that the party of the first part, her heirs, assigns, agents or attorneys may in the event that she has an opportunity to sell the demised premises, determine said term herein provided for and cancel this lease at the end of any calendar month by giving to the party of the second part ninety days previous notice in writing, and the party of the second part agrees that not later than ninety days after receipts of said notice, it will surrender to the party of the first part, her heirs, assigns, agents or attorneys, all of the premises hereby leased, and will pay on demand all rent then due for said demised premises and all other sums which may have been paid or incurred by the party of the first part on account of the party of the second part to carry out the provisions of this agreement. In case of such determination of said term, the party of the second part shall be entitled to receive the rents under said lease of party of the first part to Della Robbia Studios, Inc. only to the date of the termination of this lease.

Dieta de cir (1946 desse de corres espectos abentes et or he in deroult of ony of the devents herein contained, copalition, that May subdicted maybey of the second part fall IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written. Mina M. Edison Charles Edwar THOMAS A. EDISON, INCORPORATED
By Suplin 18 Maubet Attest. The foregoing lease dated the first day of March 1918 between Mins M. Edison and Thomas A. Edison, Incorporated. is hereby extended for the term of one year commencing on the first day of March 1919, subject to all the terms and conditions of said lease. Dated this 28 thday of February 1919. Chapter Edwar





LEASE

THIS INDENTURE made the first day of November, 1919 between MIMA M. EDISOM, of Indeellyn Park, West Crenge, New Jersey, party of the first part, and THOMAS A. EDISOM, of Llewellyn Park, West Crange, New Jersey, party of the second part, WITHESSETH:

That the party of the first part does hereby demine and lesse unto the party of the second part, his executors, administrators and assigns, all that four-story building and premises known as No.10 Pitth Avenue, in the City, County and State of New York, with the appurtenances for the term of twenty-one (21) years from the first day of March 1980 to the first day of March 1941 at twelve o'clock noon, in consideration of the overnants hereinafter contained and of the yearly rental of Sixteen Thousand Five Hundred and Thirty-six Dollars (\$16,536.) payable by the party of the second part to the party of the first part in two hundred and fifty-two (252) equal monthly instalments of One Thousand, Three Hundred and Seventy-eight Dollars (\$1,378.) in advance.

The party of the first part hereby agrees that she will immediately upon the receipt thereof pay to the owner of the second mortgage upon the said premises covered by this lease and executed concurrently herewith in favor of the party of the second part for the sum of Thirty-five Thousand Dollars (\$355,000.) all sums received by her as rental hereunder in excess of the sum of One Thousand, One Hundred and Fifty-two Dollars (\$1,152.) per month, said

sums to be applied upon the said mortgage in accordance with the provisions thereof, and in the event of her failure to make any such payment or payments the purty of the second part shall have the right to deduct the amount thereof from the rent payable hereunder and apply the amount deducted to the making of such payment or payments to the owner of said mortgage on behalf of the party of the first part.

The party of the second part does for himself, his executors, administrators and assigns, hereby agree to pay to the party of the first part, her heirs or assigns, said yearly rental of Sixteen Thousand, Five Hundred and Thirty-six pollars (\$16,536.) at the time and in the manner acrossaid, without fraud or delay, and at his or their own proper cost and charges to bear, pay and discharge all such duties, taxes, assessments and payments, extraordinary as well as ordinary, and including all rents and charges for water, gas, and electric light and power, as shall during the term hereof be lawfully assessed, levied or imposed upon the demised premises or any part thereof.

It is a condition of this lease, and the perty of the first part dose hereby agree, that she will remodel the said premises so as to provide a suitable retail storeroom, an office suitable for a physician and a livingapartment in the basement thereof, approximately four (4) apartments on the first floor, approximately four (4) apartments on the second floor, approximately four (4) apartments on the third floor and approximately three (3) apartments on the fourth floor. It is estimated that such remodalling will cost approximately Thirty-five Thousand Dollars (355,000.).

which amount is being loamed to the party of the first part by the party of the second part to be so used and which loan is secured by the aforessid second mortgage upon the suid premises. It is further agreed that work on such remodelling of said premises shell be commenced within a reasonable time from the date of this indenture and shell be completed as quickly as conditions in the building trade may allow.

The party of the second part does further agree at his own expense to keep the said premises, after remodalling, in good repair, wear and tear arising from reasonable use of the same and damage done by fire and the elements excepted, and observe and be responsible for, and bear all expenses of complying with all orders, ordinances, rules, resolutions and requirements of all immicipal, State and Federal authorities relative to the damined premises, and at the expiration of said term or earlier termination of this lease to yield up the peaceable possession thereof to said party of the first part, her heire or assigns, in as good condition as reasonable use and wear thereof will permit, damage by fire and the elements excepted.

Said party of the second part further promises and agrees that said party of the first part, her heire, or assigns, may enter into and upon the said demised premises at reasonable hours of the day to examine the same or to make such repairs and alterations therein at the expense of the party of the second part as shall be necessary for the preservation thereof, provided such repairs and alterations are not made within a reasonable time by the party of the second part; to exhibit them at any time

during the last six months of said term to any person or persons, and during such six months period to put up notices "For Sale" or "To Let" upon the same. If the said premises shall become vacant or deserted during the said term, the perty of the first part, her heire or assigns, may re-enter the same at her or their option, by force or otherwise, without being liable to prosecution therefor and to re-let the same, and it is agreed that the rent so received shall be applied first to the payment of such expenses as the party of the first part, her heire or assigns, may be put to in re-entering, and then to the payment of the rent due by these presents and that the party of the second part shall remain liable for any deficiency.

The party of the second part agrees to indemnify and save harmless the party of the first part from all claims for damages on account of bodily injuries accidentally suffered or alleged to have been suffered by any person or persons not employed by the party of the first part while in or about the demised premises, and also against all claims for damage or injury by water which may be sustained by the party of the second part, his agents or employees, or by any sub-tenant, or for any damage or injuries resulting from the negligence or improper conduct of the party of the second part from the breakage, leakage or obstruction of the Oroton, water or soil pipe, or for other leakage in the demised premises or any part thereof. This lease is made and accepted on this express condition, that in case the party of the second part fall

or be in default of any of the covenants herein conteined, the party of the first part, her heirs or easigns, shall have the power and right of terminating and ending this lease immediately and be entitled to re-enter and take possession of said premises and to remove all persons therefrom, the party of the second part hereby waiving any notice in writing to quit or of intention to re-enter under the statute.

The party of the first part agrees that she will keen insured against fire during said demised term in a reputable fire insurance company or companies, all buildince and improvements upon the said premises in an amount not less than Seventy-five Thousand Dollars (\$75,000.), which policies of insurance will provide for payment in case of loss to the owners of the first and second mortgages as their interest may appear. In case of partial destruction or demage to the premises caused by fire, the party of the first part will with the consent of the owners of the first and second mortgages or in accordance with the provisions thereof, out of the proceeds of the aforesaid insurance, cause the premises to be placed in suitable repair, and no deduction shall be made from the rent payable by the party of the second part by reason of such partial damage or destruction. In case of a total loss or destruction of said premises by fire or a loss so extensive as to make it inadvisable in the opinion of the party of the first part to make repairs, this lease shall immediately terminate and no further rent shall accrue

thereafter unto the party of the first part. Such termination of this less, however, shall in no way affect the liability of the party of the first part to the party of the pacond part under the aforesaid second mortgage.

It is further agreed that first party shall have
the right to terminate this lease at my time by giving to
second party one hundred and twenty (120) days notice in
writing of such termination, and thereupon at the expiration of said one-hundred-end-twenty-day period this lease
shall terminate. In case of such notice and termination,
first party will relaburse second party for all payments
which it may actually make to its sub-tenants occupying
said promises as a consideration for the termination on
one hundred and twenty (120) days or less notice of their
respective sub-leases, but not to exceed in the case of
any sub-tenant a sum equal to one months rentel under the
sub-lease of the premises occupied by such sub-tenant.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

Witness as to stan in Mills and a Column

Witness as to Thomas A. Edison STATE OF NEW JERSEY 1 88.: COUNTY OF ESSEX

on the 5 de day of yourser

nineteen hundred and nineteen, before me came MINA M. EDISON. to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that she executed the same.

STATE OF NEW JERSEY)

COUNTY OF ESSEX



I, JOHN H. SCOTT, CJeft of the County of Essex (and also Clerk of the Clerk Clear and Court on Count on Count on Count on Count on Count on Count on Count of the offerential Count, is maring by body and the County of Essex of the County of Essex of County of Essex of County o NOTARY PUBLIC an officer of said State duly authorized by the laws thereof to NOTAKE POBLIA an ogeter of state state any authorized by the mass interval to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds for the convergence of land, tenements or hereditaments, and other instruments in writing to be recorded in said State, and that the said acknowledgment is duly executed and taken according to the laws of said State, and that full faith and credit are and ought to be given to his official acts; and I further certify that I am well acquainted with his handwriting and verily believe the signature to the attached certificate is his genuine sienature.

IN WITHIUS WHENEOF, I have herringta set my hand and affixed my official seal

John St Scott aux

STATE OF NEW JERSEY

COUNTY OF ESSEX

88.:

On the both day of Borember

nineteen hundred and nineteen, before me came THOMAS A.EMESON to me known to be the individual described in, and who exeouted the foragoing instrument, and acknowledged that he executed the same.

HOTARY FURLIC, STATE OF HETY HETPRY

COMMISSION EXPIRES AFILE 21, 1922

CCSS

STATE OF NEW JERSEY

COUNTY OF ESSEX



I. JOHN H. SCOTT/Clerk of the County of Resex (and also Clerk of the Circuit Court and Countylet Lommon Pleas, the safe being Courts of Record of the adversaria County, having by the safe).

Do Hessay Carryy, Nat.

Do Hessay Carryy, Nat.

Do Hennity Carrye, Fast. UMAS — Do Mandelle, Mandell, Mandelle, Mandelle, Mandelle, Mandelle, Mandelle, Mandelle, Ma

IN WITHERSON HEREOF, I have hereupto set my hand and agreed my official seal

Joseph Scott a

STATE OF REW JESSEY) . sa.:

on the both one of December Attition into the hand and number of before is case WHOLLS ALTITION to it knows to be the individual constitute in, and who exacts to form, and the individual transmitted to the formulation transmitted the same.

Anie Excepter

Searchain II. Giffice of the Register of the County: I New York on The 222 1919, At 2, 50 11.

In Lib 2117 page 61 of Convoyances and Indexed under Block Humber on the "Land Map of the Country of New York."

Very simple of the Country of New York. "

Very simple of the Country of New York."

Author of the Country of New York. "

Author of the Country of New York."

Author of the Country of New York. "

Author of the Country of New York."

Author of Register of the Country of New York."

Mortgage
Mina M. Column
to
Duomes a Codisin
Aon 1,1919
Permises ho. 10-5th las,
New York City

THIS MORTGAGE, made the lat day of November

nineteen hundred and nineteen . between

MINA M. EDISON, of the Town of West Orange, County of Essex and State of New Jersey,

, the mortgagor,

and THRMAS A. EDISON, of the Town of West Orange, County of Essex and State of New Jersey

. the mortgagee

 $\mbox{ with MRSSETH?}$ that to secure the payment of an indebtedness in the sum of

Thirty-five Thousand Dollars (\$35,000)

lawful money of the United States, to be paid as follows:-

\$138.15 on the let day of March, 1920 and \$138.15 on the let day of each month thereafter together with interest at the rate of 6% per amms from Banh 1, 1930 on unguid balances, which interest shall for conventence be equalized and paid as follows: \$57.65 on the let day of March, 1920 and \$97.65 on the let day of March, 1920 and \$97.65 on the let day the count of the principal, with interest, shall have been fully paid and satisfied

according to a certain tend or obligation bearing even date herewith, the mortgager hereby mortgages to the mortgagee

ALL that lot of land in the City and County of New York, with the buildings thereon, bounded and described as follows:-

MODIFICIAL the intersection of the northerly side of High Strost, also known as (little place, and the westerly side of Firth Avenue, and running themes northerly along the westerly side of Hitch Avenue, bent y sight feet, six inches; themes westerly, parallel with Highth Street and part of the way through a party wall, one hundred set; themes canthorly, perallel with Hitty Avenue twart-cight feet six inches to the northerly side of Highth Street, and theme easterly along the northerly side of Highth Street, and theme easterStreet, one hundred feet to the point of BEGINNING.

SAID PREMISES being now known as Sumber 10 Fifth Avenue, and being those which were conveyed to said mortgager by Sanhington Arch Realty Company by deed dated May 21st, 1986, and recorded in the Office of the Register of the County of New York, in Liber 160 of Section 2 of Conveyonces, page 92.

TOORTHER with all fixtures and articles attached to or used in connection with said premises, all of which are declared to be govered by this mortgage.

TOURTHER with the apparterances, and all the estate and rights of the mortgagor in and to said premises.

This northeap is second and subsequent to a mortage dated Annuary 11, 1907 between Minn M. Risson, the present mortager, and fittle Gannathee and frant Gossamy, recorded in the Ragist art's Office, County of Mew Tork, State of New York, on the 12th day of January, 1307 in Liber 254, Section 2 of Burtagers, page 92.

And the mortgagor convenants with the mortgages as follows:-

1. That the mortgagor will pay the indebtedness as hereinbefore

provided. 2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the first and second mortgage os as their interests may appear.

3. That no building on the premises shall be removed or demolish,

ed without the consent of the mortgagee. 4. That the whole of said principal cum shall become due afterdefault in the payment of any installment of principal or of interest days, or after default in the payment of any tax, water

rate or ussessment for days after notice and demand. 5. That the holder of this mortgage, in any action to foreclose it,

shell be entitled to the appointment of a receiver.

6. That the mortgages will pay alletaxes, assessments or we reten and in default though, the mortgages may pay the came. 7. That the mortgagor within thirty (30) days upon request in

person or within thirty (30) days upon request by mail will furnish a statement of the amount due on this mortgage. 8. That notice and demand or request may be in writing and may be served in person or by mail.

9. That the mortgagor warrants the title to the premises.

the mortgagor. In presence of: (Signed) Mira Miller Edison (Signed) Charles Edison State of New Jersey County of Essex fifth . before me came MINAM. EDISCH to be the individual described in, and who executed, the foregoing instrument, and soknowledged that she executed the same.

(Signed)

Jessie E. Stalker (Stamped) NOTARY PUBLIC: STATE OF NEW JERSEY COMMISSION EXPIRES APRIL 21,1922.

IN WITHESS WHEREOF, this mortgage has been duly executed by

Mr. Kellow:

I find that under the laws of New York there is a tax which must be paid in order to place on record the mortgage from Mrs. Edison to Mr. Edison on the property at No. 10 Fifth Avenue. This tax amounts to \$5.00 per \$1000, or \$175.00 for the mortgage in question, which amounts to \$25,000.

The purpose of recording a mortgage, of course, is to protect the mortgagee against other mortgages given by the mortgagor or judgments against the mortgagor. Would you like to have this mortgage placed on record? If so, please send me \$175.00. DE Pos Holden

DH-ES

ir. Thomas A. Edison:

lirs. Edison is the mortgagor in this case and perhaps it will seem unnecessary to you to protect your interests as suggested above as against the actions of Mrs. Edison. There may be a remote possibility that some protection might at some time be required against others though I cannot think of a specific instance. I have talked the matter over with Judge Holden and he thinks the possibility of such protection being actually required is somewhat remote but states that absolute protection of your interests would require the recording.

Do you wish to spend \$175 to have the mortgage recorded or shall we leave it un-recorded ?

Leave it unrecorded Muther tary

[PHOTOCOPY]

Hew York, December 17th, 1919.

Hr. Thomas A. Edison, Orango, Hem Jersey.

Dear Sirı-

We the undereigned hereby certify that we have under a survey and through examination of your property flo - 6th Arenne, being the continues toware of 6th Are, and 6th Street, Bur Yurk (11r, the lost size being 62th on 5th Arenne and 200° deep on 6th Street. The Unit multiing is a bromatons and brick building, size 80° front, 72° step, baseount and four (6) flower shows converted from 64 private readings to offices, studies and jeniter spart must. James in a cure attention 21° state x 60° deep, built of plains and red free brick with a baseport and three (3) stupics above.

In secretars with our server and measuration or find that the lift Represer believe of the building, assisting foundations, exemunition, estimated, vanite and resistant to be the own of 641,005.00. We find the Assuminated Depresenting to be the own of 69,880.00. We find the Dest Inservative Value exclusive_inversable Portions, but Including Represention to be the own of 62,886.00.

All of which is respectfully submitted.

Certified to this 17th day of December, 1919.

OLBERT CONSTRUCTION COMPANY.

[PHOTOCOPY]

	NEW YORK		L Co		
	92 WII				
****			NEW YORK	December 30,1919	
Thos.A.Fdi	on,Inc.,				
	Attention of	Kr.A.C.Frost			
Dear Sire:					
Inquirable 333,646.00					
Dur preparing dwelling t	ing our inspectio to make certain c o studios, and ba	e we found e hanges which chelor apart	n architect rould conv	and builders ort the present	
amount to	knowing whether aggest that in pl at to deduct at 1 ake care of the d make and then edd ed improvements a \$25,000. or \$50,0	100.	die straum ee	THE COURT PARTY	
B11	l for services en	closed heres	ith an agre	ed.	
A13	of which is resp	ectfully sul	mitted.		
	Yours	truly,			
		HEW YORK	APPHAISAL OC	٠.	
			by Acc	mu.	
Enol.					
	*****			****	-

[ATTACHMENT/ENCLOSURE (PHOTOCOPY)]

PRINTING \$ 10 PIPE AVENUE,

APPRAISAL OF VALUE DIMERSIS 17TH, 1919,

HER YORK APPRILISAD COMMANY





March 2, 1920

Mr. Kellow:

Confirming our telephonic conversation of today in which you pointed out that under the terms of the lease from Mrs. Edison to Mr. Edison, which went into effect on Merch 1, a certain amount is to be paid by the tenant to the landlord and a portion of this is to be paid back by the landlord to the tenant as holder of the second mortgage on the property. It is my opinion that it is not necessary to exchange checks, but that so long as Mr. Edison is the owner of said mortgage all that would be necessary would be for him to make a check to Mrs. Edison for the net amount and credit the balance of the rental upon the mortgage as provided in the terms of the lease.

DH-ES



DIAMOND DISC SHOP

10 FIFTH AVENUE corner of Eighth STREET NEW YORK CITY CHARLES EDISON

HARRY W. BRADLEY

TELEPHONE STUTVESANT 5247

August 30, 1920.

Mrs. Mina M. Edison, Llewellyn Park, West Orange, N. J.

Dear Mrs. Edison:

As per your letter of June 18, 1920 we are herewith enclosing certificate number 18 for 10 shares of stock of the Diamond Dies Shop, Inc. (par value \$100, per share). This is in settlement of the accrual of \$1,000. for rent from 1915 to date.

Kindly acknowledge receipt of this certificate.

Very truly yours,

DIAMOND DISC SHOP, INC.

Mongland Secretary and Seasurer.

capital and surplus \$11,000,000 Bionidi&Mortigages Guiarantee Col

CLARENCE H. KELDET, MERSIERE TAN DÉPART BALLEY, MECHANISTA DE DEPART DE DEPART DE DEPART DE DEPART DE DESERVE DE L'ALTERNATION DE L'ALTERNATIO

OFFICES: 17G BROADWAY, NEW YORK, 17G REMSEN ST.DROOKIYN, UGO POLTON ST.JAMAIGA.

NEW YORK Nov. 17, 1925.

IN REPLYING PLEASE REFER TO B. & M. NO. 74018.

IN RE PREMISES: 10 - 5th Ave.

Mrs. Mina M. Edison, c/o Mr. Thomas A. Edison, Orange, New Jersey.

Dear Madam:

The \$50,000. mortgage covering the above property

matures on Jan. 11, 1924.

Before considering the question of an extension of this loan, we shall wish to have an itemized list of the rentals and expenses of the premises. Please, therefore,

fill out, sign and return the enclosed blank promptly.

Very truly yours,

TR. L. Carter.

RLC/LFB. Encl. Secretary.

Charles can't me some this house? Doyme think it mild be mise?

F. 5315

BOND AND MORTGAGE GUARANTEE COMPANY 176 BROADWAY, NEW YORK CITY

74016.

10 - 5th Ave.

B. & M. No. PREMISES:

What alterations or improvements have been made since last renewal of mortgag	07
Slight alterations to partitions - general maintenance	0.
Have all City Department orders been complied with? If not, what orders are p	ending?
Have an City Department ofders been complied when it and	
Yes	
Annual rent? (Give detailed statements in spaces below.)	
Name of tenant, Amount of rent, Length of term,	Space occupied
see schedule attached	
EATER- THE TOTAL CONTROL OF THE TOTAL CONTROL OT THE TOTAL CONTROL OF THE TOTAL CONTROL OF THE TOTAL CONTROL OF THE TOTAL CONTROL OF THE TOTAL CONTROL OF THE TOTAL CONTROL OF THE TOTAL CONTROL OF THE TOTAL CONTROL OF THE TOTAL CONTROL OF THE TOTAL CONTROL OF THE TOTAL CONTROL OF THE TOTAL CONTROL OF TH	
If any vacancies, state number and location of space vacant and length of time	
Amount paid annually for taxes 3,014.90	
" " water 134.20	
" " Insurance premiums, (Give details in spaces below.)	
Fire Insurance, premium per annum. 216.67	
Plate Glass Insurance, premium per annum. 9.99	
Rent Insurance, premium per annum.	
Workingmen's Compensation, premium per annum. 18,00	
General Liability, premium per annum. 154.24	
Date 1252_23. Hins. M. 20100 Per Site	D Owners.
T. 600 N. Y.	1

Hame of Tenant	Amount of Rent	Longth of term	Space occupied
Dr. J. Ralph Vigiano	\$1400.00	9-30-28	Doctor's Office
Arthur Berger	3600.00	9-30-27	Tailor Store
Thuel Burnham	1900,00	9-30-25	2A and 2 B
Rli Daution	1585.00	9-30-24	3 A
Mrs. Mary Haynes	1585.00	4-30-24	44
wise Plorence Overton	1800.00	9-30-24	5 A and 5 B
Mr. Wm. A. Hardy	1200.00	9-30-24	4 B
Miss Bessie M Pahey	1440.00	4-30-24	3 B
Miss Rita Kelley	1020.90	9-30-24	2 0
Miss Eva Legallienne	1800.00	6-30-24	5 C
was garthier DeMaurex	1500.00	9-30-24	4 0
The first of the second	1500.00	10-1-24	3 C
Mr. Clerici	1080.00	9-30-25	1 D
Miss Katherine & Smith	1320.00	4-30-24	2 D
Mrs. Isobel E Bell	1080.00	9-30-24	4 D
Mr. 8. Blits	1080.00	9-30-24	3 D
Mr. C Hollandsworth			

CAPITAL AND SURPLUS \$12,000,000

Jondad Mougage Prakaniee Gweana

CLARENCE H. KELBEY, PRESIDENT
FRANK BAILEY, WEDWESSET AND GERERAL MANAGER
CLINTON D. BURGICK, WECHAGAGGET
JOHN L. SHERWOOD, WEDWESSETH
WILLIAM B. CLARKE, WECH PRESIDENT
JOSEPH H. WARD, WEL-PRESIDENT

OFFICES: 170 DROADWAY, NEW YORK, 176 REMSEN SEDROOKLYN, 350 FULTON SEJAMAIGA. HAROLD W.HOYT, THEMBURER REGINALD L. CARTER, SCENETARY HERBERT G. BOTHWELL, ASSTRANSIAN RANDALL SALISBURY, ASST. SCENETARY EDDAR L. HILLARY, ASST. SCENETARY

NEW YORK Dec. 12, 1923.

IN REPLYING PLEASE REFER TO B. & M. NO. 74018.

> Mr. J. W. Miller, c/o Edison Company, Orange, New Jersey.

Dear Sir:

We have been authorized by our client to whom we guarantee the \$50,000.

mortgage on the property at 10 - 5th Avenue, ouned by Mina N. Edicon, to offer a renewal

of the sortgage for three years with interest at 5-1/25 instead of the present rate of

65. Our charges for effecting the extension will amount to one-quarter of one percent.

blus the Revenue Stamps of \$.50 per \$1,000.

Please advise us at your earliest convenience if you wish us to proceed with the preparation of the extension agreements under these conditions.

Yours very truly,

RLC/LFB.

R. L. Carter Secretary. Mr. Edina 10-5# dly took this comment on

THOMAS A. EDISON PERSONAL

Marro 4M-422

Function: mo.

Thomas A. Edison Private Mrs. T. A. Edison

Date 12-29-24

Mr. J. V. Miller From:

Ro:

the property.

Financing 10-5th Avenue.

Supplementing memorandum #394 of October 14, 1924, the question of re-arranging the financing of 10-5th Avenue has been further discussed and we now submit to you a proposal -

At the present time there is some confusion in handling

You own the building by record title. Mr. Edison

leases it. You have given Mr. Edison a second mortgage for \$35,000.00 (now reduced to \$24,000.00) to cover the alteration of the building into an apartment - same having been done in 1920 .

In addition to this you borrowed from Mr. Edison some \$23,000.00 on open account - used for alterations in addition to above \$35,000.00 on which you are paying no interest or principal.

There is, therefore, each month an exchange of checks and although you nominally own the building, still you are indebted to Mr. Edison for some \$50,000.00.

The present scheme is to clear this up so Mr. Edison has some definite and negotiable instrument covering this entire indebtedness.

It is, therefore, proposed that you

give Mr. Edison non-interest bearing notes -(1)

Memo #M-422 Mrs. T. A. Edison either (a) one note (non interest bearing and payable in one year) for the entire amount - made up as follows: \$23,987.30 Dec. 30th. Balance on Mortgage 23,574.53 · Open account Difference between interest actually paid (equalized interest) and interest which should have been paid Additional interest on unpaid actual interest to date 551.425.17

- or (b) Four or more notes, non-interest bearing, covering the amount, payable quarterly, or semi-annually as you prefer.
- (2) In return Mr. Edison would cancel the second mortgage and accept these non-interest bearing notes, in lieu of second mortgage and an open account on which he receives no interest and which is covered by no negotiable instrument.
- (3) That the operating accounts would be handled through a set of books to be opened for your estate.

By this arrangement you would own the property free from all indebtedness (direct) except the \$50,000.00 first mortgage held by the Guarantee Title and Trust Company of New York.

By this arrangement your income from the building would be as

\$24,000.00 Rentals received (estimated) 600.00 \$24,600.00 Sale of Electric Current " 12,200.00 Less operating expenses (estimated) \$12,400.00 Operating profit 2,750.00 Less interest on \$50,000.00 mortgage \$ 9,650,00 Net Income

follows:

Mrs. T. A. Edison

Momo No. # 422

At present your net income from the building is Rental received from Mr. Edison on lease

Loss in income between old and new arrangement

\$16,536.00

Less payment on principal of 2nd mortgage 1,657.80 1.054.00 Interest on

1st mortgage \$50,000.00

5,461.80

2,750.00 \$11,074.20

\$ 1,400.00

It is our thought that, if you wished, you could pay off this or

these notes to Mr. Edison within a year or so, using all or part of your additional income derived from dividends paid by T. A. E. Inc.

Cr. or of the way

LABORATORY OF THOMAS A. EDISON

June-15 - 1925

Mr. dwthur Berger, 10 Fifth Ave., New York. N. Y

Please make all future payments of rent for

the premises at No. 10 Fifth Avenue, New York, N. Y., here-Edes in Laboratory tofore lessed to you, to to Mina M. Edison, West Orange,

N. J., or such agent as she may designate.

Mrs. Edison is the owner of the No. 10 Fifth

Avenue premises, and I have this day surrendered to her the lease of said premises which I held and under which I made

your sublease. The effect of this is to make Mrs. Edison your Landlord instead of myself.

- The management of the apartment house will con-

tinue substantially as at present, but under Mrs. Edison's

direction.

Yours very truly,

arty was Fred

15 copies

Por Tal Fall

THOMAS A. EDISON

-with-

MINA M. EDISON

SURRENDER OF LEASE.

GREGORY, STEWART & MONTGOMERY
ATTONNEYS
25 BROADWAY
BORDUGH OF MANHATTAN

No HC

THIS INDEMFURE made the 15th day of June, 1925, between THOMAS A. EDISON of Llewellyn Park, West Crange, How Jersey, party of the first part, and MINA M. EDISON of Llewellyn Park, West Crange, Hew Jersey, party of the second part;

WHEREAS the party of the second part, by a certain Indenture of Lease bearing date the first day of November, 1919, and recorded on the 2End day of December, 1919, in the office of the Register of New York County in Liber 3119, page 165 of Conveyances, and indexed under Elock 572 on the Lend Map of the City of New York, did deside and farm let unto the party of the first part, ALL that four story building and premises known as No. 10 Fifth Avenue, in the City, County and State of New York, with the appurtenances thereto, for the term of twenty-one years from the first day of March, 1920, to the first day of Narch 1941.

NOW these presents WITHESS - That for ami in consideration of other good and valuable considerations, and the sum of one dollar (\$1). lawful money of the United States, paid by the saidpurty of the second part, to the party of the first part, at the seeling and dollvery of these presents, the receipt whereof is hereby schnowledged, and to the intent and purpose that the said term in the said land and premises may be wholly merged and extinguished the said party of the first part has given, granted and currendered, and by these presents does give, surrender and grant unto the party of the second part, and to her heirs, all the said lands and premises in the said indenture of lease conveyed and demised, as aforesaid, and all the

estate, right, title and interest and term of this property, claim and demand whatseever of the enid party of, in, to or out of the same or any part or parcel thereof; together with all right, title and interest of the party of the first part of, in and to any and all lesses which he has made to sub-tenants of said premises.

• TO HAVE AND TO NOLD the said land and precises to the said party of the second part, her heirs and assigns to her and their own proper use and behoof forever.

AND the said party of the first part does hereby for himself, his heirs, executors and administrators, covenant and agree to and with the said party of the second part, her heirs and assigns, that the said party of the first part has not, at any time, heretofore, made, done, committed, executed, permitted or suffered any act, deed, manner or thing whateoever, whereby or wherewith, or by reason or means whereof, the said lands and premises hereby assigned and surrendered, or any part or parcel thereof, are, or is, or may, can, or shall be, in any way, merged, charged, affected or encumbered, other than to sub-let said premises to tenants under leases intended to be assigned by the party of the first part to the party of the second part simultaneously herewith; anything in said lease or any instrument referred to therein, to the contrary notwithstanding.

IN WITHUSS WHRANOF the said parties have hereunto est their hands and seals, the day and year first above written.

John Vinceler Traces C. Lowston

Mus M. Edison Mus Mille Edison STATE OF NEW JERSEY

88.:

COUNTY OF ESSEX

On this /5 day of June, 1925, before me personally appeared MIGMAS A. EDISCN, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Ralph 18. allen

STATE OF NEW YORK)

88.;

On this 27th day of June, 1925, before me personally appeared MINA M. EDISON, to me known and known to me to be the individual described in and who executed the foregoing instrument, and she acknowledged to me that she executed the same.

Francis C. Eswations notary Partice Kings County -Certificate fled in 7.4. Co

MINA M. EDISON. 10 FIFTH AVE. ACCOUNT.

HISTORY.

Contract to purchase. 1906-may 18 Mrs. Mina M. Edison contracted to purchase the property from the Washington Arch Realty Co. Purchase price \$112,500. \$10,000

Cash on signing of contract Payable

27,500 75,000

" " delivery of deed Mortgage payable June 30, '07 Interest at 5% Contract made through Title Guarantee & Trust Co.

Purchase was handled by Mr. Pelzer of the National Phonograph Co. and the N.J. Patent Co. and building was to be used as an office by these

companies.

1906*May 21 Deed. Washington Arch Realty Co. to Mina M. Edison

Recorded in Co. of New York May 22, 1906 in Block Series (Conveyances) Section 2, Lib. 160, page 92, and indexed under Block No. 572 on y Dated May 21, 1906 the Land Map of the City of New York.

First Mortgage -- \$75,000

Due June 30, 1907 -- Interest payable Dec. I and June 1 at 5% Mortgage payable to Title Guarantee & Trust Co. made by Washington Arch & Realty Co. and Transferred to

Mina M. Edison. Interest payable to Bond and Mortgage Guarantee Co. 146 Broadway N. Y. City.

Insurance policies handled by John H. Wood.

Mortgage replaced and extended from tame to time as follows

To Jan II 1909 1912

1915 Principal reduced by 15,000 on Jan. II, 1915

Mortgage extended to Jan, II, 1918 at 52%

Principal reduced by \$10,000 on Jan. II, 1916.

Lease Mina M. Edison to Diamond Disc Shop Lower two floors from Oct. 1, 1915 to Sept. 30, 1916. 1916-Jan. 3. Rental \$2,000 payable in stock of the Co.

Lease Mina M. Edison to Thomas A. Edison Inc. 1917- May II, Term of one year from Moh. I, 1917.

\$13, 650,00 Yearly rental Subject to existing leases T. A. Edison Inc. pays all taxes, expenses etc.

1918- Maech I

Lease---- Extension of next above lease for one year.

1919- Feb. 28 Lease --- Extension of next above lease for one year.

First mortgage, originally \$75,000 now \$50,000, extended to Jan. II. 1921 at 55%

1919-Nov. I Lease-- 90 Mink M. Edison to Thomas A. Edison

Through the suggestion and efforts of Mr. Charles wildison it was decided to convert the building into offices and apartments.

Mr. Thomas M. Edison agreed to lean Mrs. Edison the necessary money to

make the alterations and it was estimated that the cost would be \$35,000. Mrs. Edison to give a mortgage covering this amount.

Mr. Thomas A. Edison also agreed to lease the building and operate same as an apartment building paying for all repairs, taxes and expenses except theinsurance, and interest on original mortgage.

Leased for a term of 21 years ending March I, 1941

Yearly rental \$16,555.00 or \$1,379.00 per month

Yearly rental \$16,536.00 or \$1,378.00 per month Lease can be terminated on 120 days notice.

1919--Nov. I Second Mortgage---Mina M. Edison to Thomas A. Edison

To secure indebtedness of \$35,000 Payments on principal \$138.15 per month beginning March I, 1920 " of interest at 65 equalized over twenty one years at \$87.85 per mon Subject to Ist Mortagee dated Jan. II, 1907 Mina IK Adion to Itle Guarantee & Trust Co.

Bond accompanying same also signed.

1919--1920 Alterations made by Mrs. Edison through Messors Charles Edison and Charles Poyer.

Work was unley the immediate direction of the Architectural Corporation, which orgalization later changed its mass to Cutsware,

Commission to above organization 15% In order to complete the work it was found necessary to furnish additional funds and Mr. Edison advanced on open account \$25.574.55 without interest or further security.

1920 -- August I Alterations were completed and Outwater, Smirtleff & Noble, Inc. and subcontractors gave guarantees for one year.

1920 --- June 15, 1925 Mr. Thomas A. Edison operated the apartment paying Mrs. Edison

regularly per month \$1378.00

Mrs. Edison returning to him regularly
per month on principal 138.15
as interest 78.85 226.00

Net to Mrs. Edison per month 1152.00

E	Englished ave, be and the the of.
Duo :	to the complianced arrangement of contenting, answers to fine that that second and interchange of the larger throat than in former years it takes. The property of the larger throat than in former years it takes the larger throat the larger throat the larger throat the larger throat throat tribularity in the structure and satisfactory agreement to both parties reached. 1. Wr. Edison and a satisfactory agreement to both parties reached. 1. Wr. Edison is relieved from the 27 years and the larger throat three throat three throat three throat three throat three three throat three thre
	3- Mr. Edison cancels mortgage and accompanying bond
	4- Mrs. Edison to operate the apartment business, through the Laboratory Office
1925June	15 Rearrangement completed and all papers signed.

Satisfaction of \$35,000 mort Cancelation of 21 year lease " Mr. Edison . Mrs. Editon and Signed by Mrs. Edison Note for \$50,235.89 Note made up as follows 23,158.40

Balance due on mortgage Interst " " 3502.96 23.574.53 Due on open account \$50235.89 The item of interest is the difference between the actual interest due if the interest payments had not been equalized and the interest actually paid.

POwer of attorney to Mr. Charles Edison and John V. Miller Sign Signed by Mrs. Rdison

Special form of this Power of Attorney 11 11 for the Bank All leases to tenants assigned to Mrs. Edison

An account opened at the First Mat. Bank of West Orange Fitle of eacount Mina M. Edison 10 Fifth Ave. Account

Since June 15, 1925 all transactions relative to the Apartment bus - imess are being handled in the name of Mina M. Edison.

MINA N. EDISON**10 FIFTH AVA. ACCOUNT. BUDGET FIGURES.

	Income and expense				Budget			
ITKN	1921	1922	1923	1924	AVERAGE	co	HSERVATI VE	PROBABLE
INCOMS								
Rents	24348	20817	24163	24464	23448	22000 24400		
Elec. Current	538	468	610	629	561			560
TOTAL	24886	21285	24778	25094	24009		22500	24960
BXPERSE								
Rent	16536	16536	16536	16536	16536			
Management	40	35		55	32.		50	50
Salaries	5534	5042	4958	4976	5127		5000	· 5000
Repairs	630	1770	1017	1692	1277		1500	1000
Puel	1375	1225	1300	1223	1281		1300	1300
Light # Power		788	1059	1194	1018		1200	1200
Sator	175	105	134		104		125	125
Taxos	2770	2750	3014	3425	2990		3600	3600
Insurance	259	249	220	256	246		250	250
legal		73	70	49	48		166	50
Telephone:			15	54	17		60	60
Miscellaneous	480	715	381	176	438		400	200
Rent in arrea	rs							
received	513				128			
TOPAL	29343	29 888	28704	29636	29242		13635	12836
ID83*or GAIN	24457	•8004	•3931	•4542	•5233	per year	8865 738	12155 1011
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Gregory . Stewart & Montgomery

Julian A. Gregery W. Randolph . Hentgemery Francis G. Lowthorp

He Miller Countries at Law Connections at Law Connect Smith day 25 th mondrony Neutral Color 1 9 2 5.

Mr. Thomas A. Edison. Orange. New Jersey.

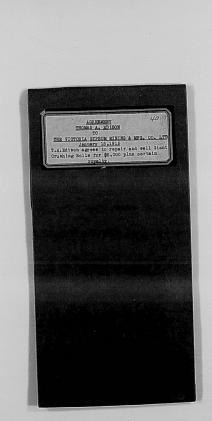
Dear Mr. Edison:

Mey york city, womed by hre, Mine M. Adison, upon which you had a lease for twenty-one years, I beg to advise, you, that my partner, hr. Lowthorp, men hrs. Adison in Hew York at the hietal Loraine on the 27th of une, at which time she signed, acknowledged, and delivered, to hr. Lowthorp, presenting you, her demand not day of the consider, for 360, 250 etc., payable that the currender of lease, the action of mortgage, and a certain unpaid open account year by mrs. Baison to you, in commection with said ig. 10 Fifth Avenue.

There sent to the Lemanus era, sitton's to you to you to you to you to you to you to you to you to you to you to you to you to you to you to you may not you to you to you will not you wit

JAG/RL.

Lucian & Glyang.



IEMORAHDUN OF AGREEMENT made this fittenth.

day of january, 1915, by and between REGLAS A.

EDISON, of West brange, New Jersey, U.S.A., first party,
and THE VICTORIA GYPSUM NIMING AND HAMDACTURING COMPANY
LINITED OF Baddeck, Cape Breton, H.S., Canada, second party,
WITNESSETH:

WHEREAS, first party is the owner of Cemadian patent No. 65,594 granted December 29, 1899, which said patent covers a method or process for reducing rock and similar refractory materials; and

WHEREAS, first party is the owner of certain second-hand apparatus hereinafter more fully described; and

THEREAS, second party is desirous of purchasing said apparatus and of obtaining the hereinafter defined license to employ the process of said patent;

HOW, THEREFORE, the parties hereto have agreed and do hereby agree as follows:-

1. First party agrees to repair and sell to second party for the sum of Five Thousand Dollars (\$5000), payable as set forth in Faragraph two (2) hereof, the set of second hand giant rolls now located at Stowartsville, New Jersey, and consisting of rolls (approximately five feet in diameter and four feet long), bearings, girders, top hopper, pulleys, etc., estimated to weigh about two hundred and twenty thousand pounds, delivery of such repaired rolls to be made f.o.b. Hew Village, New Jersey, an or about liay 1, 1915.

2. Second party agrees to purchase said rolls and to accept the same when repaired and deliwered as aforesaid and to pay to first purty the sum of Five Thousand Dollars (5500) for said repaired rolls, of which said sum the sum of Two Thousand Five Hundred Dollars (5500) shall be paid to first purty on or before January 18, 1915 and the sum of Two Thousand Five Hundred Dollars (52500) on or before Isy 1, 1915.

3. For and in consideration of the payments provided for in paragraph four (4) hereof, first party hereby grants to second party the right and license to employ the process of the aforesaid Canadian patent No. 65,594 for crushing gypsum within the Dominion of Canada throughout the remainder of the term of the said patent, and for such purpose said right and license shall be exclusive in second party.

4. For and in consideration of the right and license granted as aforesaid under the seid Camadian patent, second party agrees to pay to first party as royalty the sum of Pivo Thousand Four Eundred and sixty-two Dollars and forty-eight cents (\$5662.48), payable at Stewartsville, Hew Jersey, U.S.A. in monthly installments in accordance with the following schedule, the amount of each installment being set opposite the date upon which the same is payable:

Hay 1, 1915 - 111.75 Pd.

June 1, 1915 - 111.75 Pd.

June 1, 1915 - 1611.75 Pd.

August 1, 1915 - 1611.75 Pd.

Royembor 1, 1915 - 1611.75 Pd.

Royembor 1, 1915 - 1611.75 Pd.

June 1, 1915 - 1611.75 Pd.

June 1, 1916 - 1611.75 Pd.

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June 1, 1916 - 1611.75 Pd.

September 1, 1916 - \$161.73(\)
Ootober 1, 1916 - \$161.73(\)
Hovember 1, 1916 - \$161.73(\)
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January 1, 1917 - \$161.73(\)
Heroh 1, 1917 - \$161.73(\)
April 1 1917 - \$361.75(\) 1050 1811 March 1, 1917 April 1, 1917 Hay 1, 1917 June 1, 1917 July 1, 1917 August 1, 1917 September 1, 1917 October 1, 1917 November 1, 1917 December 1, 1917 \$151.73 \$227.62 227.62 : 3 44 1917 3227.62 \$227.62 \$227.62

in Bin.

Second party agrees to use the said rolls during the life of said patent in the Dominion of Canada only and for crushing gypsum only, and agrees not to sell. lease or otherwise dispose of same during the life of said patent except upon the condition that they shall not be exported from or used outside of the Dominion of Canada and that they shall not be used except for crushing gypsum. It is, however, understood and agreed by the parties hereto that no license whatever under any of first party's United States patents is granted or to be implied as granted hereby or by the sale and purchase of the said rolls herein provided for.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

Witness:-

THE VICTORIA GYPSUM KINING AND MANUFACTURING COMPANY LIMITED

By William Libson Pat,

Attest:-

State of New Jersey) : ss.:

On this 23rd day of January, 1915, before me personally appeared THOMAS A. EDISON, to me personally known and known by me to be the person described in and who executed the foregoing agreement, and he acknowledged to me that he executed the same as and for the purposes therein set forth.

Mary Laidlass

NOTARY RUBLIC, STATE OF NEW JERSEY
COMMISSION EXPIRES CEPT, 6, 1917

County of Delaware State of Pennsylvania

of said corporation.

SS.:

On this 20th day of January 1915, before me appeared Lavid A. Angaket, to me personally known, who, beins by me duly sworn, did depose and say that he is the Lacettary of The Victoria Gypsum Hinns and Hamm's turing Company Limited, the corporation described in and which executed the foregoing agreement; that the seal affixed to the foregoing agreement is the corporate seal of said corporation; and that said agreement was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Lavid A. Angaket Levetary acknowledged said agreement to be the free set and deep

Theresa (i. Nelley Motore Suffer My Commission Subines all the sul of next Seesin of Senate,

GHARANTY

For and in consideration of the sum of One Dollar to us. The Keystone Plaster Company, of Chester, Pa., in hand paid by Thomas A. Edison of West Orange, New Jersey, the receipt of which is hereby acknowledged, and in further consideration of the execution of the foregoing agreement with The Victoria Gypsum Mining and Manufacturing Company Limited of Baddeck, Cape Breton, H. S., Canada, by said Thomas A. Edison, we hereby guarantee unto said Thomas A. Edison, his heirs, executors, administrators and assigns, the full and prompt payment by The Victoria Gypsum Lining and Manufacturing Company Limited. of any and all sums which shall hereafter become due to said Thomas A. Edison. his heirs, executors, administrators and assigns under said agreement. We hereby waive demand and notice of default in any of said payments, and agree that extensions of time of any payment may be granted to The Victoria Gypsum Mining and Manufacturing Company Limited, its successors, assigns or other legal representatives, in the form of notes or otherwise without notice to us, and that security may be taken without impairing our liability, and we hereby waive notice of the acceptance of this contract of guaranty and stipulate that we shall be immediately liable for any and all defaults in said payments by The Victoria Gypsum Mining and Manufacturing Company Limited, its successors, assigns and other legal representatives, and that at the election of said Thomas A. Edison, his heirs, executors, administrators or assigns, said Thomas A. Edison, his heirs, executors, administrators or assigns, shall have the right to bring suit against us immediately based upon our liability hereunder without the necessity of demand upon or proceedings against The Victoria Cypsum Mining and Manufacturing Company Limited, its successors, assigns or other legal representatives.

IN JIRHESS WHEREOF, we have caused our name to be signed and our corporate seal affixed hereto by our officers duly authorized thereunto this Notice of farmany, 1915.

THE KRYSTONE PLASTER COLPANY
By Milian Sibson Prist

Ather See

State of Pennythania ! 88.:

on this IS & day of January

1915, before me appared Notan Lathon Brackets

to me personally known, who, being by me duly worm, did

depose and say that he is the Notan

of the Keystone Flaster Company, the corporation described

in and which executed the foregoing Guaranty; that the

seal affixed to the foregoing Guaranty is the corporate

seal of said corporation; and that said Guaranty was signed

and scaled in behalf of said corporation by suthprity of

its Board of Directors; and said Notan Machon

schmowledged said Quaranty to be the free act and deed of

said corporation.

Melian Bibson

Sunn and subscribed refree me the day and year afore and Helen Bisst

NOTARY PUBLIC Commission Expires (Sar. 10, 1917) SALE OF GIANT ROLLS TO VICTORIA GYPSIUM MINING & MFG. CO. LTD. Guarantee by Keystone Plaster Co. Correspondence - Jan. 1915

January 9, 1915

Mr. Mason:-

I enclose herewith form of bill suitable for use in connection with the sale of the giant rolls to the Victoria Oypsum Mining & Manufacturing Company. I also enclose copy of revised sheet 2 of the agreement.

Henry Lanahan

HL-JS

Encs.

THOMAS A. EDISON
STEWARTSVILLE, H. J, 1915
Sold to THE VICTORIA GYPSUM MINING AND MANUPACTURING COMPANY LIMITED
One set second-hand Giant Rolls consisting of rolls (approximately 5 ft in diameter and 4 ft. long), bearings, girders, top hopper, pulleys, etc. \$5000.00
Delivery to be made f.o.b. Hew Village, H. J. on or about May 1, 1915
Not licensed for use in the United States and not licensed for crushing materials other than gypsum
Terms of payment:
\$2500 payable on or before May 1, 1915 \$2500 payable on or before May 1, 1915

TELEPHONE BOS GRANGE

LEGAL DEPARTMENT

THOMAS A EDISON, IRE. BATES MANUPACTURING CO. EDISON STORAGE BATTERY CO. EDISON PORTLAND CEMENT CO. EDISON PHONOGRAPH WORKS DELOS HOLDEN OENERAL GOURSEL FRED'X BACHMANN

ORANGE, N.J. January 23, 1915

Mr. H. F. Miller,

Laboratory.

Dear Sir:-

You will find enclosed herewith executed copy of agreement dated January 15, 1915 between Mr. Edison and the Victoria Gypsum Hining and Mannfacturing Company Limited and also a Guaranty executed by the Keystone Plaster Company. This agreement relates to the sale of a set of giant rolls and was negotiated by Mr. Mason. Mr. Mason requests that after you have made a note of the terms of this agreement, the same be sent to him.

Very truly yours,

HL-JS

Enc.

Henry Lanahan

Shomas a Edison

The Edison Portland Cement Co.

Telegraph, Freight and Passenger Station, NEW VILLAGE, N. J.

P. O. ADDRESS, STEWARTSVILLE, N. J.

Jan. 30th, 1915

Mr. Harry F. Hiller.,

Edison Laboratory ..

Dear Sir:-Please note attached correspondence together with

check for \$2500.00 drawn to Mr. Edison's order. You will note Mr. Langhan suggestion that we take up with him the question of billing the rolls and I suggest that you refer the whole matter to him for his approval. Deposit the check to Mr. Edison's account and then send us Mr. Edison's check for \$2500.00 on account of the money we are expanding for changing We would like to have this check as soon over the Rolls. as possible as we have already paid out considerable money,

Yours very truly,

WSM-DSW enclosures

THE EDISON CRUSHING ROLL CO. ROCK CRUSHERS PRINCIPAL OFFICE, EDISON LABORATORY, ORANGE, N.J. WORKS OFFICE, STEWARTSVILLE, N.J.

December 29, 1915.

Mr. H. F. Miller,

Edison Laboratory,

Orange, N. J.

My dear Harry:-

If you refer to the agreement made between Mr. Edison and the Victoria Gypsum Mining & Manfg. Co., Ltd., which is dated the 15th of January, 1915, you will note that they are to pay \$5,000.00 for the Rolls, and then starting from May 1st, 1915, an amount monthly of \$151.73 up to May 1st, 1917, and thereafter until Dec. 1st, 1917, \$227.62.

The \$5,000.00 has been paid to you, and of this amount you have sent us \$2500.00 to cover the work which has thus far been done.

On account of the war the project in Nova Scotia has been held up, and we were instructed to suspend the work on the Rolls, which, however, are nearly completed, and up to date we have spent \$1960.00, and will probably spend the balance of the \$2500.00 when we complete the Rolls.

My recollection is that Mr. Edison paid \$1400.00 for the Rolls when he purchased them from the New Jersey Zinc Co. some years ago. This amount you can verify from your books.

Mr. Edison told Mason and myself that

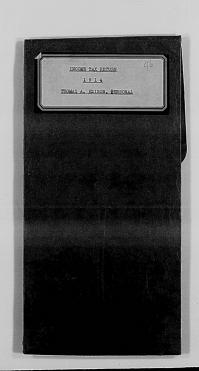
after he had gotten back the amount which he paid the New Jersey Zinc Cc. for the Rolls, and the cost of the mechanical changes, that the balance would be applied against the royalty account, and treated the same as the other royalty which is received from the Rolls, and I would suggest that you show him this letter and get him to confirm statement I have made, and then include the monthly payments in some future royalty statement. Then when the Rolls are completed, and we know exactly what they have cost, we can figure the difference between the \$5,000.00 received and their actual cost, plus the original amount Mr. Edison paid the N. J. Zinc Cc., and deduct this amount from the \$5,000.00 and include the balance in royalty payments.

When you look the matter up, please let me know the amount with Mr. Edison paid the Zinc Co. for the Rolls, so I may make memorandum of it on our records here.

Yours very truly, EDISON CRUSHING ROLL CO.

Per- Womallory

WSM-RBS



Mr Edison report figures out as follows: Operation of Laboratory 8.671.08 luterest on note caces 27.989.03 " Bouds as Trustee Royacties Miscell 107.045.62 836.43 General Deduction Suterest Taxes Bad Debtz (JC Reif 88,503.86 14.705.88 Net Sucome \$ 18.541.76 Less Specific Deduction 4.00000 \$ 14.541.76 The a Edin Ine mid Ede de the deduction & from

and the Edison Storage Battery who withheld on your Bould They will send your return and claim along with their to the Collector who will struct they to return the amount overpaid to you and the Edward Thorne Works & Batton G. If you don't wind that I can go put the claims the Collector might send over the books which and we would have to fight for them Lybrand says if it was a matter of a hundred dollars he would HJM.

Partuership gains aprofets Audine Plans 75.000.00 Woodward . Carbolicacies Contract \$110,10145 Howard to Rev 1 9/26/12, by Mr. Bele, of Ly brand, Rove Brown & Montgomony staff

	Form 1040 (Revised).	TO BE FILLED IN BY INT ALL'PRYCHIE BUREAU.
(10 gg : 12150 IN BA COTTECLOR"		File No.
sessmont List 28-B(Moute.)	INCOME TAX.	Examined by
lioLine	THE PENALTY	Audited by
A STATE OF THE STATE OF THE STATE OF	FOR FAILURE TO HAVE THIS RETURN IN THE HANDS OF THE COLLECTOR OF INTERNAL REVENUE ON OR BEFORE	IMPORTANT.
	MARCH I IS \$20 TO \$1,000.	Read this form through carefully. Fill in pages 2 and 3 before making
to be storaged by Cellerier.	UNITED STATES INTERNAL REVENU	JE. entries on first page.
Above space to be staraged by Callector, aboveing district and date received.	ANNUAL NET INCOME OF	INDIVIDUALS.
. ,	As provided by Act of Confess, appeared content to	
INCOME RECEIVED O	ACCRUED DURING THE YEAR ENI	
Hed by tomber Showing U	6 aison de	Llewellyn Mik
West Orange		Jew Jusey
	DO STORY DE CHEN TO THE FOL	LLOWING QUESTIONS.
COMPLETE ANAWA	manufing year? "UEO If so, in what Intern	al Revenue District was it filed Muser &
id you render a return of incline for the	hand living with you on December 31, of the	year for which this resert is remarked.
married 11 m	arried, give full name of wife as heatprod . 7	Nina M. Edison
las your wife or husband income from sou		
Iavo you included your wife's or husband	s income in this return?	
into you meeter y		1/4/5 / CO 6/
. GROSS INCOME (brought from line 28)		1/1/22 070
GENERAL DEDUCTIONS (brought from 11		1 100000
Nam Ivenus		s
Specific deductions and exempti-	ons allowed in computing normal tax of 1	per cent.
	Miller The	aunte Bretante Contr
4. Dividends (brought from line 27)	san wald or is to be paid at the	141574 13
 Dividends (brought from line 27) Income on which the normal tax has be source (brought from line 23, Column 	A)	7,7,7,7,7,7
 Specific exemption of \$3,000, or \$4,000, 	as the case may be	. # a a a a a a a
Nore.—If separate return is made tion is prorated, state amount of	laimed-by: Wife	445 5 5 441
7. Total deductions and ex	emptions (Items 4, 5, and 6)	
8. TAXABLE INCOME on which the norma	l tax of 1 per cent is to be calculated	
NOTE.—When the net income shown abo	re on line 3 exceeds \$20,000 the additional tax	thereon must be calculated as per schedule belo
	11	NCOME. TAX.
	1,717 17	
One per cent on amount over \$20,000 and	not exceeding \$50,000	s
Two per cent on amount over \$50,000 and	not exceeding \$75,000	s
Three per cent on amount over \$75,000 as	ul not exceeding \$100,000	
Four per cent on amount over \$100,000 as	id not exceeding \$250,000 5	•
Five per cent on amount over \$250,000 as	nd not exceeding \$500,000	
	\$	
Six per cent on amount over \$500,000	[12] [12] [14] [14] [15] [16] [16] [16] [16] [16] [16] [16] [16	
9. Total additional or supe	tax	
9. Total additional or supe	r taxcent of amount entered on line 8)	ş

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This plainment must show in the proper speces the SRTIDE AMOUNT of gains, profiles, and income received by or accurate to the individual from all sources during the year specified on page 1, SECEPT income derived from the callipptions of the United States or age of its postantion, or of any plasts or pollular and/orbiding interest, including distinct entangles benefit, and amounts paid by a State or applicate suchdistribute thereof the section confidence in the distinct or majority. B.

No	of the humbound or wife (as the case may be) who renders this secure shall be included harmin; but if separathe returns nor not rendered by both imbehand and wife before most deductions of both humbound and wife shall be included separately as provided on this form.			been paid or is to be paid at the source.									NOT been paid or is not be paid at the source.					at to			
	TOTAL AMOUNT DERIVED PROH-	ж	llim	٠.	12	-	***				Cons	1,20	-	•	12	-			odes)		Cent
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	real or personal	···	ŀ	ŀ·	ŀ	ŕ	1	ť	ď	ř	٠	···	'n	t	r	ĭ	4	-	1	7	2.0.
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	reported on lines 17 and 20.		ŀ	ŀ·	ŀ·	ŀ	ŀ·	ŀ·	٠٠	••		·	÷	÷	ŀ·	1	1	71	1	<i>1</i> '	æ.
	Wife's income		.	·-	١.,	ŀ	ŀ·	ŀ	٠.				÷	ŀ	ŀ·		ы		٠·ľ	··ŀ	
17.	Interest on bonds, mortgages or deeds of trust, or other similar obliga- tions of domestic corporations, joint stock companies or associa-		1	ı	ŀ	١.	١.,	J,		_		1	ı			П	2	d	4	+	00
	tions, and insurance companies		٠.		.ļ	. /	1	6	Ġ.	7	00	ŀ	ŀ	- -	ŀ·	H	4	4	4	4	
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18	Fiduciaries* (excepting dividends from domestic corporations, which must be included as indicated in line 26 below)		1.	П	l	П	٧,	ما	0	g	08	١.	ı	L	L	Н	П	- 1		٠l	
	which must be included as indicated in line 26 below)	···	ŀ	ŀ	ŀ	ŧ	۳	17	7	ρ.		·	t	+	ŀ	M			-	-	••••
	Wife's income		ŀ	ŀ	ŀ	ŀ	ŀ	ŀ	ŀ	ŀ	A	·	ŀ	ŀ	ŀ·	H	H		٠ŀ		
19	Partnership gains and profits, whether distributed or not. (Net gains or profits must be reported here.)	ļ	ŀ		ŀ	. -	ļ.,	ļ.	ŀ	١		·	4	ŀ	-				-		
	Wife's income		- -	ļ.,		ļ	١		.ļ	-ŀ-	ŀ	<u>.</u>				r-l	٠·	
20	Interest upon house issued in foreign countries and upon foreign merigages or like obligations (not payable in the United States), and also divideeds upon the eteck or interest upon the obligations of foreign corporations, associations, and insurance companies engaged in bunkness in foreign countries.						ļ														
	Wife's income	.ļ	- -	4	4	.ļ.		ŀ	ŀ	ŀ·			٠ŀ	- -	ŀ.			H	г·I		
21	Royalties from mines, oil wells, patents, franchises, or other legalized privileges.	ļ	. .		ļ		H	Şļ.		ļ.,	ļ	ļ.,	4		ļ.,	1	5	7	5	9	75
	Wife's income			4.	. .	٠.	.ļ.	. .					-		-	ŀ	ŀ			H	·
95	Other sources not enumerated above	١		. .		J.	.].	1.	١.,	ļ.,	ļ			.	.].	١.,	١.,	ļ			
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2	AGGREGATE TOTALS OF COLUMNS A AND B	يثب										8	[1	ľ	1	1	4	9	57
21	Dividends on stock or from the not earnings of domestic corporations joint stock companies, associations, or insurance companies subject to like tax									. 2	oc				1		1	1			
2	Dividends received through fiduciaries (see line 18)								.].	.[.					1	1	ľ	1	L	L	ľ
2	그렇게 하는 사람들은 이 작업이 된 이름을 하면 하는 것이 하는 것이 되는 것이 되었다. 그 없다.															1	1		١.,	ď.	00
								Ü				1		П	٦	//	掮	7	15	7	56
2	*There should be included under this item all income received from guardians, trust					-			•••	••	mets.	1 9	•	۳	1-		1	-	=		

DEPRECIATION.

	VALUE JAN. 1, 1914.		
)			
Laboratory-Orange	\$80,000.00	21 %	Brick Erected 1887
· Florida	18,000.00	5 %	Frame * 1886
#10 5th Ave. N.Y.C.	50,000.00	21 %	Brick Bought 1906
Silver Lake, N. J.	10,000.00	5 %	Frame Brected 1893
Belleville, N. J.	36,000.00	5 %	Frame Bought 1911
MACHINERY & TOOL			
Orange Laboratory		10 %	
Oxford, New Jersey	66,026.70	5 %	
OFFICE FURNITURE	3.		
Orange Laboratory	\$ 2,503.16	10 %	
PATRNTS			
CRUSHING ROLLS	\$250,000.00	1/17	

GENERAL DEDUCTIONS.		1000	100	Towns.	-	2
NOTE,—Claims for deductions can not be allowed unless the information required below is clearly ac-	t fort	h.		T Part		=
The amount of necessary expenses actually paid within the calendar year, for which the return is made, in carrying on any individual business. There must not be included under this head personal, living, or faulty or greates, business captumes of partnerships, or cost of methandies. Amounts paid for personates improvement or butterment of property are not proper expense deductions.	Ī		53	10	39	14.
Wife's deduction. Norm.—Bate on the following lines the principal businesses in which the above expenses were incurred. Experimental Latter atomy.						
	1	11	14	H	11	
		iΙ	11	12/2	16	иЯ
). All interest paid within the year on personal indebtedness of taxpayer		11	11	11	17	7.4
Wife's deduction	···	tt	11	Τħ	11	• • • • • • • • • • • • • • • • • • • •
All national, State, county, school, and municipal taxes paid within the year (not including those ascessed against local benefits)	-	+	+	7	23	49
Wife's deduction		11	11	11	11	٠٠٠.
 Loses actually sustained during the year incurred in trade or arising from fires, storms, or ship- wreck, and not compensated by insurance or otherwise. 		11		++	++	
Wife's deduction Norz.—State (e) of what the loss consisted, (b) when it was actually sustained, and (c) low it was determined to be a loss		1		11		
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 Debts past due which have been actually ascertained to be worthless and which have been charged off within the year. 			/4	03	89	72
With deduction. Norm-Bins (s) of what the debte consisted, (s) when they were consist, (s) when they gram sing my (s) when they program sing my (s) when they have been supported by the second of th			3	27	8.4	17
Wile's deduction. Nove.—State (a) what the property was on which depreciation is taken (if buildings, state when ercoted, of what material constructed, and value of mano, as of January 1, of the calendar year for which this return is rendered), and (b) what percentage of depreciation is claimed.						
	1.	11	Ш	H	11	1
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35. Amount allowed to cover depletion, in case of mines and oil wells, not to exceed 5 per cent of the gross value at the mine or well of the output for the calendar year for which this return is rendered.	-	+	++	++-	H	†-:
Wife's deduction. Nors.—State (a) cost of mine or well, (b) gross value at the mine or well of the output for the calendar year for which this return is rendered, and (c) what percentage of depletion is chained.						ľ
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20. TOTAL "GENERAL DEDUCTIONS" (to be entered on line 2)	. \$.	4-4	1.0	٠,٧	(۱۷۲	19.

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Annua come mo	DE PERCUITED BY INDIVI	OUAL MAKING HIS OWN RETURN	r.
I swear (or affirm) that the foregoin taxable gains, profits, and income roce to all the deductions and exemptions or	ig return, to the best of my know	riedge and helief, contains a true and the year for which the return is mad the Federal Income Tex-Law of Octob	o, and that I am entitled or 3, 1913.
nye to selle		Hrs. U. Go. (Bignature of Individ	lean
Sworn, to and subscribed before me	o this	lay of Sely	191 P 70
[8206.]		Mary J	Landlan.
V	18.7	(Official exportity	5
AFFIDAVIT TO BE EXEC	UTED BY DULY AUTHORIZE	D AGENT MAKING RETURN FO	R INDIVIDUAL.
I swear (or affirm) that I have sail to enable use to make a full and comple and helid; clustifitis a tire and comple during the year for which the return is 1913, to all the deductions and exemy reasons:	a made, and that the said indivi- ptions entered or claimed thereis		inis return for the followin
		(Signature of agent	y
11 6 18 6 4		(Post-office address o	'agent)
Sworne to and subscribed before :	mo this	. day of	, 191
[stat.]			
		(Official capac	ity.)
	INSTRUC	TIONS.	
1. This return shall be made by States, whether residing at home or residing in the United States, though a net income of \$3,000, or over, for the 2. This return shall be made by ov	every citizen of the United abroad, and by every person a not a citizen thereof, having	application therefor is made by the for which such extension is desired. 6. This return, properly filled our or affirmation. A fidelwits may be no ized by low to administer oaths. 7. An unmarried individual or m	t, must be made under o ade befere any officer aut

any net income from property owned and business, trade, or profession carried on in the United States by him. No specific protession curried on in the United States by him. No specific exemption is allowed nonresident aliens.

3. When an individual by reason of minority, sickness, or other disability, or absence from the United States, is unable to reason in the contract of the contract of the contract of the reason is the contract of t

4. This return should bu filed with the Collector of Internal 4. This return should be died with the Collector of Internal Revenue for the district in which the individual resides. In case the person resides in a foreign country, then with the col-lector for the district in which his principal business is carried ont in the Dated States.

5. When the return is not filed within the required time by reason of sickness or absence of the individual, an extension of time, not exceeding 30 days from March 1, within which to file such return may be granted by the collector, provided a written

ised representative.

free by saw to administer outlin.

7. An unmarried individual or married individual not living with husband or wife shall be allowed an exemption of \$3,000. When husband and wife live together they shall be allowed.

when austiand and who have cogenier they shall be singled jointly a total exemption of only \$4,000 on their eggregate income. Either husband or wife may make, sign, and verify a return of their joint income. Where husband and wife have return of their joint income. Where husband and wite have separate incomes they make a joint return of such separate income, both subscribing to the return, or they may make sepa-rate returns of their respective incomes, but in no case shall they claim or be allowed more than \$4,000 exemption on their aggre-

28 Amounts charged on line 28 for restoring property or making good the exhaustion thereof from its much business, together with the amount chained for depreciation on line 34, must not exceed the deterioration of the property in one year.

Nors.—If husband of the husband herein; but if income and de	DESCRIPTION OF INCOME. and with reader separate returns, only the income and deluctions are vite (as the case may be obtained into return that the installation to the case are the removement of the income of the case of t	A. Income on which the tax has been paid or is to be paid at the source. B. Income on which the NOT been paid or the paid at the source.	o tax has
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	[ATTACHMENT/EN	CLOSURE]
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28. The amount of necessary expenses actually paid within the calendar year, for which the fin made, in carrying on any individual business. There must see be included under the personal, living, or family expenses, business expenses of partnerships, or cost of more Amounts paid for permanent improvement or betterment of property are not proper.	return is head andise.	
Amounts paid for permanent improvement or betterment of property are not proper distinctions.	xpenso \$	
Wife's deduction.		
Norm.—State on the following lines the principal businesses in which the above o were incurred.	xpenies	
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bot	came due, and (d) how they were actually determined to be worthless.	. 11	Ш	Ш		
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Nov 26 19.5. Harry Miller: In conversalion with The Edison about The Diamond Dist Stop and Thimble Theater at 10 Fifth auc Phr. Edison told me that he would back the work to the extent of \$ 5000,00 between This date and Jam 157 1916. For your information would say - PL of am developing FL Experimental sales proposition along selling lines forward by hr. Elisan for reaching a different group of buying customers that advertising This experimental work most of our males are on

, which has a of morey in The business for a number of months To shet Rin 9 would like to commence drawing upon your againt The above amount The rate of about \$500 per wak for awhile. It was further aggreed it h. P. Edison that 9 a with Mr. Edison limit in provided. but our time 9/1109

Reed 11/29/1 Five hundred Malla \$600 Charles Edison This tumder Ditto Charles Ed son Que thousand Datiport Stephen B. Mamber This Hudeed Tive hundred \$500 Stephen 18. Mais 1/20/16 Clue thousand \$ 1000 Stephen B. Wambat Fix Tunded 1 Seo Stephen 13. Manufact 1500. Stephen 13 Manufact 3/4/16 Live hundred 5000

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made to ensure legibility.

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